

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE

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REGULATORY AUTH.  
39 AUG 6 PM 3 39  
91-00567  
EXECUTIVE SECRETARY  
Docket No.

IN RE: PETITION OF US LEC TO ENFORCE )  
INTERCONNECTION AGREEMENTS )

**PETITION OF US LEC TO ENFORCE INTERCONNECTION AGREEMENTS**

US LEC of Tennessee, Inc. ("US LEC") petitions the Tennessee Regulatory Authority ("TRA" or "the Authority") to enforce two interconnection agreements between US LEC and BellSouth Telecommunications, Inc. ("BST" or "BellSouth") concerning the payment of compensation for the termination of local telephone calls made to Internet service providers ("ISPs").

**INTRODUCTION**

US LEC and BST have signed two interconnection agreements (Exhibits A and B) since 1996. Both agreements require each party to compensate the other for the termination of local exchange traffic. BellSouth, however, has refused to pay local US LEC for handling local calls made to Internet Service Providers ("ISPs"). This is a proceeding to enforce those agreements.<sup>1</sup>

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<sup>1</sup> On July 11, 1999, US LEC and BellSouth filed with the TRA a third, agreed-upon interconnection agreement which also requires payment for ISP traffic. US LEC, however, has not yet billed BellSouth for ISP traffic under the third agreement. Should BellSouth continue to refuse to pay reciprocal compensation for ISP traffic, US LEC will move to amend this complaint or seek other appropriate relief.

The TRA is familiar with this issue. In *Petition of Brooks Fiber to Enforce Interconnection Agreement and for Emergency Relief*,<sup>2</sup> the Authority ruled that, “[b]ased on the long-standing position of the [Federal Communications Commission] that existed years before execution of the Interconnection Agreement, . . . the term ‘Local Traffic’ as used in the reciprocal compensation arrangement of the Interconnection Agreement at issue, includes, as a matter of law, calls to ISPs.” Initial Order, at 19.

Although the TRA recognized that the FCC might, at a later date, modify its position concerning local calls to ISPs, the Authority found that the Brooks Fiber interconnection agreement, signed in September, 1996, “was negotiated and entered into under the existing law of the FCC.” *Id.*, at 11. Therefore, the agency concluded, the meaning of “local traffic” in the Brooks Fiber agreement should be interpreted in light of “the state of the law as it existed at the time” the agreement was signed. *Id.*

On February 26, 1999, the FCC did, in fact, address the reciprocal compensation issue. While acknowledging the agency’s “longstanding policy of treating this traffic as local,” the FCC nevertheless declared that “ISP-bound traffic is jurisdictionally mixed and appears to be largely interstate.” *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 99-38, opinion released February 26, 1999, paragraphs 24 and 1 (hereafter referred to as the FCC’s *Declaratory Ruling*). Although labeling such traffic as interstate for jurisdictional purposes, the agency repeatedly emphasized

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<sup>2</sup> Docket No. 98-00118, Initial Order issued April 21, 1998; Final Order issued June 2, 1998. Appeal pending, *BellSouth v. Brooks Fiber, et al.*, in the Middle District of Tennessee, Case No. 3-98-0811.

that, until such time as the FCC issues a federal rule regarding “the appropriate inter-carrier compensation for this traffic,” the parties “should be bound by their existing interconnections agreement as interpreted by state commissions.” *Id.*, at paragraph 1.

Later, in the same opinion, the FCC reiterated, “We have no reason to interfere with state commission findings as to whether reciprocal compensation provisions of interconnection agreements apply to ISP traffic, pending adoption of a rule establishing an appropriate interstate compensation mechanism.” *Id.*, at paragraph 21. The agency even suggested criteria by which state commissions might determine whether parties to existing interconnection agreements intended to treat ISP-bound traffic in the same manner as other local calls (*Id.*, at paragraph 24):

[I]t may be appropriate for state commissions to consider such factors as [1] whether incumbent LECs serving ESPs (including ISPs) have done so out of intrastate or interstate tariffs; [2] whether revenues associated with those services were counted as intrastate or interstate revenues; [3] whether there is evidence that incumbent LECs or CLECs made any effort to meter this traffic or otherwise segregate it from local traffic, particularly for the purpose of billing one another for reciprocal compensation; [4] whether, in jurisdictions where incumbent LECs bill their end users by message units, incumbent LECs have included calls to ISPs in local telephone charges; and [5] whether, if ISP traffic is not treated as local and subject to reciprocal compensation, incumbent LECs and CLECs would be compensated for this traffic.

Judged by these criteria, U.S. LEC is entitled to reciprocal compensation for local calls to ISPS. As this proceeding will demonstrate, BellSouth (1) offers local exchange service to ISPs from BST’s intrastate tariffs (2) allocates costs and revenues associated with ISP service to the intrastate jurisdiction (3) did not, until this dispute arose, meter or otherwise separate local calls to ISP from other local traffic for purposes of inter-carrier billing, (4) counts ISPs minutes

as local traffic when billing customers for local measured service, and (5) would, in the absence of a reciprocal compensation requirement, not pay anything to US LEC for terminating calls to an ISP.

In light of these circumstances, the FCC's longstanding policy of treating ISP traffic as local, and the plain language of the parties' agreements, the TRA's conclusion in the *Brooks Fiber* case is still compelling (Initial Order, at 20-21):

The Interconnection Agreement does not designate calls made to ISPs as non-local traffic . . . As this was a negotiated agreement, if BellSouth had desired to expressly exclude calls made to ISPs from the reciprocal compensation arrangement, it could easily have done so. Having chosen not to do so, this Authority should not serve as the conduit through which BellSouth is allowed to circumvent and/or modify contractual obligations which it entered into voluntarily.

Nothing in the FCC's February 26 Order alters the logic or should affect the result of the TRA's decision in *Brooks Fiber*. Like the Brooks Fiber agreement, the language in the two interconnection agreements between US LEC and BellSouth was negotiated and agreed to prior to the FCC's Declaratory Ruling. Therefore, based on the "state of the law as it existed at the time" (Initial Order, at 11), of the agreements between US LEC and BellSouth and the criteria suggested by the FCC for determining the parties' intent, the agency's decision in *Brooks Fiber* requires that similar relief be granted to US LEC.

## **JURISDICTION**

1. This Petition is filed under T.C.A. §§ 65-4-119 and 65-4-124, and under 47 U.S.C. § 252 (e).



2. T.C.A. § 65-4-119 authorizes the TRA staff to “investigate, hear, and whenever possible, adjust any individual or general complaint” regarding any public utility under the TRA’s jurisdiction. If the staff cannot resolve the matter, it must be referred to the TRA for a formal hearing.

3. T.C.A. § 65-4-124 gives the TRA both the power and the duty to insure that telecommunications carriers “provide non-discriminatory interconnection to their public network under reasonable terms and conditions.”

4. US LEC and BellSouth have signed interconnection agreements which were approved by the TRA, pursuant to Section 252(e) of the Federal Telecommunications Act of 1996.

As the TRA held in *Brooks Fiber* (Initial Order at 12):

Having been authorized to review and either approve or reject such agreements under the Act, it necessarily follows that the TRA has the authority to enforce the interconnection agreements that it approves.

### **THE PARTIES**

5. US LEC is a competing telecommunications carrier certified to provide local exchange telephone service in Tennessee. Correspondence regarding this complaint should be sent to the Petitioners’ attorneys.

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6. BellSouth is an incumbent, local exchange telephone carrier authorized to provide telecommunications service in Tennessee under the jurisdiction of the TRA.

#### **THE INTERCONNECTION AGREEMENTS**

7. The first Interconnection Agreement ("First Agreement") between the parties (Exhibit A) was signed in November, 1996, and approved by the TRA on May 5, 1998. The relevant sections of the Agreement are set forth below:

a. Section IV-A of the First Agreement states, "The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement."

b. Section IV (B) states, "Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1." Charges are "billed monthly" and "payable quarterly." A late payment fee, "not to exceed 1% per month after the due date may be assessed if interconnection charges are not paid within thirty (30) days of the due date."

c. Section I-C defines "Local Traffic" as "any telephone call that originates in one exchange and terminates in either the same exchange or a corresponding Extended Area Service ("EAS") exchange."

d. Section I-D defines “Local Interconnection” as, *inter alia*, “the delivery of local traffic to be terminated on each party’s local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or unreasonable delay in the processing of the call.”

e. Section XXIX states that this agreement and attachments constitute the “entire understanding” between the parties and that neither party “shall be bound by any definition, condition, provision, warranty, covenant or promise other than as expressly stated in this Agreement.”

f. As set forth in attachment B-1 to the First Agreement, the reciprocal compensation rate for Tennessee is \$0.01954 per minute.

8. Prior to the expiration of the First Agreement in November, 1998, the parties agreed that BST would make available to US LEC an existing interconnection agreement between BST and ALEC, Inc. dated June 15, 1997. The parties therefore signed a new agreement (the “Second Agreement”) stating that the parties would adopt in its entirety the provisions of the BST-ALEC agreement. The Second Agreement (Exhibit B) became effective on November 1, 1998, and was approved by the TRA on February 19, 1999. For purposes of this proceeding, the relevant language in the Second Agreement is virtually identical to the comparable language in the First Agreement. The relevant sections of the Second Agreement are set forth below.

a. Section IV-B of the Second Agreement states, “The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement.”

b. Section IV-C of the Second Agreement states, “Each party will pay the other for terminating its local traffic on the other’s network the local interconnection rates as set forth in Attachment B-1.” Charges are “billed monthly” and “payable quarterly.” The Second Agreement does not address the issue of late payment fees.

c. Section I-D defines “Local Traffic” as “any telephone call that originates in one exchange and terminates in either the same exchange or a corresponding Extended Area Service (“EAS”) exchange.”

d. Section I-E defines “Local Interconnection” as, *inter alia*, “the delivery of local traffic to be terminated on each party’s local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or unreasonable delay in the processing of the call.”

e. Section XXVIII of the Second Agreement states that this Agreement and attachments constitute the “entire understanding” between the parties and that neither party “shall be bound by any definition, condition, provision, warranty, covenant or promise other than as expressly stated in this Agreement.”

f. As set forth in attachment B-1 to the Second Agreement, the reciprocal compensation rate for Tennessee is \$0.01954, the same rate as in the First Agreement.

9. For purposes of this proceeding, the relevant language of the interconnection agreement between BellSouth and Brooks Fiber is virtually the same as the comparable language in the two, US LEC agreements. See *Brooks Fiber*, Initial Order, at pp. 16-17.

10. US LEC has repeatedly billed BellSouth for reciprocal compensation payments. Despite the plain language of the two agreements, BellSouth has refused to pay reciprocal compensation to US LEC for terminating local calls to ISPs.

#### **OTHER COMMISSION DECISIONS IN BELL SOUTH TERRITORY**

11. In addition to Tennessee, four other states in the BellSouth region have addressed the reciprocal compensation issue, two since the issuance of the FCC's *Declaratory Order*. All four have ruled that the interconnection agreements signed by BellSouth require payment of reciprocal compensation for ISP-bound traffic.

12. Shortly after the FCC's *Declaratory Ruling*, the Florida Public Service Commission ("Florida PSC"), resolved a dispute between e.spire Communications, Inc. and BellSouth over the same issue presented in this case. Analyzing the evidence in light of the FCC's *Declaratory Ruling* as well as its own earlier decision, the Florida PSC held that:

ISP traffic is included in the definition of "local traffic" as that term is defined in the Interconnection Agreement between BellSouth and e.spire. The preponderance of the evidence does not show that either party intended to exclude ISP traffic from the definition of "local traffic" during the negotiation of their Interconnection Agreement.<sup>3</sup>

13. In another decision announced after the FCC's ruling, the Alabama PSC ordered BellSouth to pay compensation for ISP traffic in a case involving an interconnection

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<sup>3</sup> *In re Request for Arbitration Concerning Complaint of American Communication Services of Jacksonville, Inc., d/b/a e.spire Communications, Inc. and ACSI Local Switched Services, Inc. d/b/a e.spire Communications, Inc. Against BellSouth Telecommunications, Inc. Regarding Reciprocal Compensation for Traffic Terminated to Internet Service Providers*, Docket No. 981008-TP, Order Resolving Complaint (Fla. P.S.C., April 6, 1999).

agreement substantially identical to the agreements here.<sup>4</sup> The Alabama Commission stated its conclusion as follows:

We again emphasize that the prevailingly local treatment of ISP traffic detailed above were also in place at the time the interconnection agreements under review herein were entered. We thus conclude that the industry custom and usage at that time dictated that ISP traffic be treated as local and, therefore, subject to reciprocal compensation.

Given the comprehensive nature of the interconnection agreements under review and the specificity with which they address virtually all interconnection issues, we find it difficult to fathom that BellSouth would not insist on a specific, itemized exception excluding ISP traffic from the definition of local traffic had that been its intention. The prevailingly local treatment afforded to ISP traffic by industry participants at the time the agreements under review were entered, and BellSouth's knowledge of that industry custom and usage, made it imperative that BellSouth specifically exclude calls to ISPs from the definition of local traffic subject to the payment of reciprocal compensation. Given the circumstances then existing, we find the absence of such a specific exclusion or exception to be persuasive of the fact that BellSouth did not intend to exclude ISP traffic from the definition of local traffic when it entered the agreements in question.<sup>5</sup>

14. Prior to the FCC's *Declaratory Ruling*, the Florida PSC issued a decision enforcing an interconnection agreement between BellSouth and MFS.<sup>6</sup> In language and logic, the Florida decision is very similar to this Authority's decision in *Brooks Fiber*. The Florida PSC first

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<sup>4</sup> See, *In Re: Emergency Petitions of ICG Telecom Group, Inc. And ITC Deltacom Communications, Inc. For a Declaratory Ruling*, Alabama P.S.C., Docket No. 26619 (March 4, 1999) ("*Alabama Decision*"), *appeal pending*, Case No. CV-99-D-287-N (M.D. Ala).

<sup>5</sup> *Alabama Decision* at 25 - 26.

<sup>6</sup> *In re: Complaint of WorldCom Technologies, Inc. Against BellSouth Telecommunications, Inc. For Breach of Terms of Florida Parial Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 and Request for Relief*, Docket No. 971478-TP, Final Order Resolving Complaints (Fla. P.S.C. Sept. 15, 1998) ("*Florida Decision*"); *appeal pending*, Civil Action No. 4:98 CV 352-WS (N.D.Fla).

observed that the case was, at bottom “a contract dispute between the parties and that is the foundation of our decision below.”<sup>7</sup> Assessing the agreements and the evidence, the Florida PSC concluded unequivocally that the interconnection agreement between MFS/WorldCom and BellSouth:

defines local traffic in such a way that ISP traffic clearly fits the definition. Since ISP traffic is local under the terms of the Agreement, then, a priori, reciprocal compensation for termination is required under Section 5.8 of the Agreement. There is no ambiguity, and there are no specific exceptions for ISP traffic.<sup>8</sup>

15. In its decision, the Florida PSC considered and rejected the same arguments that BellSouth made to this Authority and every other state agency and, in a remarkable foreshadowing of the FCC’s ultimate determination, specifically addressed BellSouth’s argument that an FCC determination that ISP-bound traffic was interstate would dispose of this contract dispute. In that regard, the Florida PSC concluded:

Regardless of what the FCC ultimately decides, it has not decided anything yet, and we are concerned here with an existing interconnection agreement, executed by the parties in 1996. *Our finding that ISP traffic should be treated as local for purposes of the subject interconnection agreement* is consistent with the FCC’s treatment of ISP traffic at the time the agreement was executed, all pending jurisdictional issues aside.<sup>9</sup>

16. As further evidence of the intent of the parties at the time the agreement was entered, the Florida PSC noted that:

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<sup>7</sup> *Florida Decision* at 4.

<sup>8</sup> *Id.* at 7.

<sup>9</sup> *Id.* at 8; emphasis added.

BellSouth charges its own ISP customers local business line rates for local telephone exchange service . . . . Such calls are rated and billed as local, not toll. . . .BellSouth also offers its own ISP customers service out of its local exchange tariffs. . . . “[T]here is nothing in the parties’ agreements that addresses the practical aspect of how to measure the traffic.”<sup>10</sup>

17. Concluding on the evidence that all parties intended calls originating by an end-user of one LEC and terminating at an ISP served by another LEC would be rated and billed as local, the Florida PSC criticized BellSouth for changing the deal just because it didn’t like the outcome:

BellSouth’s conduct subsequent to the Agreement was for a long time consistent with the interpretation of [the definition of local traffic] urged by WorldCom. A party to a contract cannot be permitted to impose unilaterally a different meaning than the one shared by the parties at the time of execution when it later becomes enlightened or discovers an unintended consequence.<sup>11</sup>

## OTHER COMMISSION AND COURT DECISIONS

18. Outside the BellSouth region, most state commissions have adopted the view enunciated by the Authority in *Brooks Fiber*. Furthermore, since the FCC released the *Declaratory*

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<sup>10</sup> *Id.* at 16.

<sup>11</sup> *Id.* at 19. See also, *In the Matter of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and US LEC of North Carolina, L.L.C.*, Order Concerning Reciprocal Compensation For ISP Traffic, Docket No. P-55, Sub 1027 (N.C.Util.Comm. Feb. 26, 1998); *appeal dismissed*, Civil Action No. 3:98CV170H (W.D.N.C.); and *Complaint of e.spire Communications, Inc. Against BellSouth Telecommunications, Inc.* Docket No. 9281-U, Order Affirming and Modifying the Hearing Officer’s Decision (Ga. P.S.C., March 3, 1999).



*Ruling*, many commissions have issued opinions reaffirming those decisions.<sup>12</sup> Copies of all these opinions will be provided to the Authority.

19. Perhaps of most importance, the United States Court of Appeals for the Seventh Circuit recently issued an opinion affirming the decision of the Illinois Commerce Commission, as affirmed by the District Court for the Northern District of Illinois, finding that reciprocal compensation was owed for calls to ISPs.<sup>13</sup> The Seventh Circuit resisted Ameritech's effort to frame the issue as whether calls to ISPs are local and subject to reciprocal compensation. Instead, the Seventh Circuit noted that the only issue before it was much narrower, and stated that the decision turned on:

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<sup>12</sup> See *In the Matter of the Petition of Birch Telecom of Missouri, Inc. For Arbitration of the Rates, Terms, Conditions, and Related Arrangements for Interconnection with Southwestern Bell Telephone Company*, Order Clarifying Arbitration Order, Case No. TO-98-278 (Mo. P.S.C. Apr. 6, 1999) (effectively suspending SBC's payment obligation pending the FCC NPRM without altering its conclusion that some reciprocal compensation is owed); *In Re Petition of Pac-West Telecomm, Inc. For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Nevada Bell*, "Order Adopting Revised Arbitration Decision," Nevada P.U.C., Docket Nos. 98-10015 and 99-1007 (April 12, 1999); *Proceeding on Motion of the Commission to Reexamine Reciprocal Compensation*, Order Instituting Proceeding to Reexamine Reciprocal Compensation, New York P.S.C., Case No. 99-C-0529 (April 15, 1999); *Electric Lightwave, Inc. V. US WEST Communications, Inc.*, Oregon P.U.C., Order No. 99-285 (April 26, 1999); *In the Matter of the Complaints of ICG Telecom Group, Inc., MCImetro Access Transmission Services, Inc., and Time Warner Telecom v. Ameritech Ohio*, Ohio P.U.C., Case No. 97-1557-TP-CSS et al (May 5, 1999); *Petition of GTE Hawaiian Telephone Company, Inc. For a Declaratory Order that Traffic to Internet Service Providers is Interstate and Not Subject to Transport and Termination Compensation*, Hawaii P.U.C., Docket No. 99-0067, Decision and Order No. 16975 (May 6, 1999); *Application of Global NAPs South, Inc. For the Arbitration of Unresolved Issues from the Interconnection Negotiations with Bell Atlantic-Delaware, Inc.*, Delaware P.S.C., Docket No. 98-540, Order No. 5092 (May 11, 1999); *Worldcom, Inc. V. GTE Northwest Inc.*, Third Supplemental Order Granting WorldCom's Complaint, Granting Staff's Penalty Proposal; and Denying GTE's Counterclaim, Washington U.T.C., Docket No. UT-980338 (May 12, 1999); But see *Complaint of MCI WorldCom, Inc. Against New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts for breach of interconnection terms entered into under Sections 251 and 252 of the Telecommunications Act of 1996*, Order, Massachusetts D.T.E. 97-11-C (May 19, 1999) (vacating earlier decision but acknowledging that some form of reciprocal compensation for ISP-bound traffic would be appropriate).

<sup>13</sup> *Illinois Bell Telephone Company d/b/a Ameritech Illinois v. WorldCom Technologies, Inc., et al.*, No. 98-3150, slip op. (7<sup>th</sup> Cir., June 18, 1999).

whether the ICC, in determining that under the agreements the parties intended that calls to Internet service providers would be subject to reciprocal compensation, violated federal law.<sup>14</sup>

20. Acknowledging that it should defer to the FCC's "reasonable interpretations of the [1996 Telecommunications] Act"<sup>15</sup>, the Seventh Circuit held that, in light of the FCC's *Declaratory Ruling*, "a state agency's interpretation of an agreement so as to require the payment of reciprocal compensation does not necessarily violate federal law. . . . The FCC's conclusion – that reciprocal compensation should apply to traffic Ameritech bills as local traffic – does not violate the Act or the FCC's interpretation of the Act"<sup>16</sup>

#### **REQUESTED RELIEF**

21. Based upon the TRA's ruling in *Brooks Fiber* " and the similar reciprocal compensation requirements in the US LEC interconnection agreements, US LEC is clearly entitled to relief.

22. Therefore, US LEC asks that the TRA open a contested case proceeding based on this complaint and, following such hearings or procedures to which the parties may be entitled, order BellSouth to pay US LEC for terminating local calls to ISP locations in accordance with the interconnection agreements signed by the parties, including the payment of appropriate late penalties, and to grant US LEC such other relief to which it may be entitled.

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<sup>14</sup> *Id.* at 8.

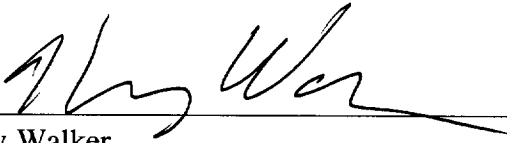
<sup>15</sup> *Id.*

<sup>16</sup> *Id.* at 10 - 12.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

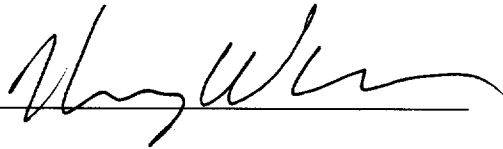
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**CERTIFICATE OF SERVICE**

I certify that a copy of this Complaint has been delivered by first class mail to Guy Hicks, counsel for BellSouth Telecommunications, Inc., this 6th day of August, 1999.

  
A handwritten signature in black ink, appearing to read "Guy Hicks", is written over a horizontal line.

**1996**

**Interconnection  
Agreement**

## **AGREEMENT**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and US LEC of North Carolina L.L.C. ("USLEC") a North Carolina limited liability company. This agreement may refer to either BellSouth or US LEC or both as a "party" or "parties. "

## **WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, US LEC is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and US LEC agree as follows:

### **I. Definitions**

**A. Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**B. Intermediary function** is defined as the delivery of local traffic (i) from a local exchange carrier other than BellSouth; an ALEC other than US LEC; or (ii) another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or US LEC to an end user of BellSouth or US LEC.

**C. Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

**D. Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or unreasonable delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**E. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability, less any interstate minutes of use for terminating party pays services, such as 800 Services. The denominator includes all "nonintermediary" local, interstate, intrastate toll and access minutes of use, adjusted for service provider number portability, less all minutes attributable to terminating party pays services.

**F. Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use, adjusted for those minutes of use that only apply local due to service provider number portability. The denominator is the total intrastate minutes of use including "nonintermediary" local, intrastate toll, and access, adjusted for service provider number portability less intrastate terminating party pays minutes of use.

**G. Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

**H. Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by BellCore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

## **II. Purpose**

**A.** The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and

to replace any and all other prior agreements, both written and oral (but not any contemporaneous written agreements).

B. BellSouth acknowledges and agrees that, at the time this Agreement is executed, US LEC has not filed tariffs, price lists or other similar filings with any Commission or with the Federal Communications Commission. Accordingly, for purposes of this Agreement the parties have referenced BellSouth tariffs for purposes of defining and describing the parties' relative obligations and rights. As and when US LEC files tariffs referenced in this Agreement, then such US LEC tariffs, price lists or other filings shall define and describe the rights and obligations of US LEC to the extent of the inconsistency and parties agree to reach mutual understanding of such inconsistencies prior to US LEC filings becoming effective.

### **III. Term of the Agreement**

A. The term of this Agreement shall be two years from the date after which US LEC operates as a CLEC or beginning November 1, 1996, whichever date is earlier.

B. The parties agree that by no later than November 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration of the term of this Agreement, as provided in Section III(A).

C. If, within 135 days of commencing the negotiation referred to in Section III (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 1, 1997. The parties further agree that in the event a Commission does not issue its order prior to the expiration of this Agreement or if the parties continue beyond the expiration of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to the day after the expiration of this Agreement. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

### **IV. Local Interconnection**

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as



local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid within thirty (30) days of the due date.

C. US LEC and BellSouth enter into this Agreement with the understanding that the carriers would be interconnecting with each other for comparable types of calls and that the usage would likely be reasonably balanced, *i.e.*, US LEC would be terminating to BellSouth approximately the same level of usage that BellSouth would be terminating to US LEC. If at any time during the term of this Agreement traffic is imbalanced to the degree that US LEC feels a cap on amounts owing under this Agreement is required, US LEC has the option to adopt the comparable billing provisions contained in any agreement that BellSouth negotiates or has entered into with another ALEC which contains cap provisions, after August 8, 1996 provided that US LEC adopt the billing provisions of such other agreement that are comparable to those contained in this Section IV. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call, including non-intermediary calls, and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

D. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased from BellSouth at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

E. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area US LEC desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling


area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

F. Nothing herein shall prevent US LEC from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if US LEC orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge US LEC the lower of the interstate or intrastate tariffed rate or promotional rate.

G. The parties agree to establish trunk groups from the interconnecting facilities of subsection (D) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of US LEC as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.

H. Whenever BellSouth delivers traffic to US LEC for termination on US LEC's network, if BellSouth cannot determine because of the manner in which US LEC has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate US LEC pursuant to this section but will, instead, charge US LEC originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that US LEC cannot determine whether the traffic it delivers to BellSouth is local or toll, then the preceding sentences of this subsection ~~(H)~~ shall apply, with the parties appropriately reversed.

(H)



I. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than US LEC; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.

J. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

K. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work as expeditiously as possible to achieve this provision. BellSouth agrees, to the extent BellSouth controls such information, to provide billing information to US LEC at the same level as provided to other parties.

L. The ordering and provision of all services purchased from BellSouth by US LEC shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

## **V. IntraLATA and InterLATA Toll Traffic Interconnection**

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay to the other BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

**B.** For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If US LEC is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses US LEC as an interexchange carrier on a 10XXX basis, BellSouth will charge US LEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the US LEC end user's presubscribed interexchange carrier or if the US LEC end user uses BellSouth as an interexchange carrier on a 10XXX basis, US LEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

**C.** The parties agree that to the extent US LEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

**D.** Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

**E.** Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

**F.** If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection D, above. Each party shall provide the appropriate records for billing pursuant to subsection E, above.

**G.** Should US LEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. US LEC shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. US LEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

## **VI. Service Provider Number Portability**

**A.** Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to US LEC, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP is utilized when the parties are providing services via their own switches and not through the resale of one party's telecommunications services. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

**B.** SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from either party on either a per DS0, DS1 and DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service.

**C.** SPNP is available only where US LEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular US LEC assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or US LEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

**D.** SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by US LEC or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number.

**E.** SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the

telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

G. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or US LEC is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. US LEC usage originated

elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

H. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service of such party or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP service that is likely to impair, is impairing or is interfering with the facility, equipment or service of the other party.

I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if reasonably deemed necessary, for maintenance purposes.

K. Neither party is responsible for adverse effects on any service, facility or equipment related to the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the possibility that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other

party to bill the IXC's directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-provider of access services to IXC's. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party. If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

M. If either party has direct connections to the IXC's for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, the terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.

N. If prior to or during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

## **VII. Provision of Unbundled Elements**

A. BellSouth will offer an unbundled local loop to US LEC at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

B. BellSouth will offer to US LEC unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with US LEC's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

C. BellSouth will offer to US LEC unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.



D. BellSouth will offer to US LEC unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

E. BellSouth shall, upon request of US LEC, and to the extent technically feasible, provide to US LEC access to its network elements for the provision of any US LEC telecommunications service. Any request by US LEC for access to a BellSouth network element that is not already available shall be treated as a network element bona fide request. US LEC agrees to pay the costs associated with the bona fide request if US LEC cancels the request or fails to purchase the service once completed. US LEC shall provide BellSouth access to its network elements as mutually agreed by the parties or as required by a Commission or the FCC.

F. A network element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including, but not limited to, obtaining billing and collection, transmission, and routing of the telecommunications service.

#### **VIII. Access To Poles, Ducts, Conduits, and Rights of Way**

BellSouth agrees to provide to US LEC, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

#### **IX. Access to 911/E911 Emergency Network**

A. For basic 911 service, BellSouth will provide to US LEC a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. US LEC will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. US LEC will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, US LEC shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

B. For E911 service, US LEC shall install a minimum of two dedicated trunks originating from US LEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per

the u-255 Law convention. US LEC will provide BellSouth daily updates to the E911 database.

C. If a municipality has converted to E911 service, US LEC will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, US LEC will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and US LEC agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

#### **X. Provision of Operator Services**

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published tariffs as the tariffs are amended from time to time during the term of this Agreement.

B. BellSouth will offer to US LEC Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to US LEC CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

#### **XI. Directory Listings**

A. Subject to execution of an agreement between US LEC and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) US LEC's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to US LEC's subscribers.

B. BellSouth will include US LEC's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge US LEC to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide US LEC a magnetic tape or computer disk containing the proper format for submitting subscriber listings. US LEC will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth will accord (and shall cause BAPCO to accord) US LEC's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to US LEC's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

## **XII. Access to Telephone Numbers**

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that US LEC has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. US LEC agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

## **XIII. Access to Signaling and Signaling Databases**

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

**B.** BellSouth agrees to input the NXXs assigned to US LEC into the Local Exchange Routing Guide ("LERG").

**C.** BellSouth will enter US LEC line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable US LEC's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

**D.** If US LEC utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

#### **XIV. BellSouth's Offer of Services Available for Resale**

**A.** The rates pursuant by which US LEC is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

**B.** US LEC may resell the tariffed telecommunications services of BellSouth, including any broadband exchange line or SynchroNet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g., education institutions discount); and discounted services to meet competitive situations. BellSouth agrees that US LEC may resell the broadband exchange line or SynchroNet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.

**C.** The provision of services by BellSouth to US LEC does not constitute a joint undertaking for the furnishing of any service.

**D.** US LEC will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from US LEC for all services.

**E.** US LEC will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, US LEC accepts responsibility for adhering to BellSouth's

prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill US LEC for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact US LEC's customers, if in its sole discretion it reasonably deems it necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

F. Either party may bill the end user for any services that the end user specifies it wishes to receive directly from either party. Both parties maintain the right to serve directly any end user within the service area of US LEC and agree not to interfere with the right of any end user to obtain service directly from the other party. Both parties will directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of the other party.

G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the end user's account for which payment arrangements have not been made. Neither party will, however, make the end user's previous telephone number available to the other party until the end user's outstanding balance has been paid.

H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to US LEC for a charge not less than BellSouth's cost.

I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

US LEC assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by US LEC.

J. US LEC agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent US LEC is a telecommunications carrier that serves greater than 5 percent of the nation's presubscribed access lines, US LEC shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by US LEC are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. US LEC is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's tariff.
5. Resold services can only be used in the same manner as specified in BellSouth's tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

L. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. US LEC is strictly prohibited from any use, including but not limited to sale, marketing or advertising, of any BellSouth name or trademark.

M. Services resold under BellSouth's tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. US LEC or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

N. BellSouth will not perform billing and collection services for US LEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to US LEC, BellSouth will, on an interim basis, bill US LEC the charges shown below which are identical to the EUCL rates billed by BellSouth to its end users.

|    |                                   | Monthly Rate |
|----|-----------------------------------|--------------|
| 1. | Residential                       |              |
|    | (a) Each Individual Line or Trunk | \$3.50       |
| 2. | Single Line Business              |              |
|    | (b) Each Individual Line or Trunk | \$3.50       |
| 3. | Multi-line Business               |              |
|    | (c) Each Individual Line or Trunk | \$6.00       |

P. The procedures for discontinuing end user service purchased by US LEC for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to US LEC's end user on behalf of, and at the request of, US LEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of US LEC
2. At the request of US LEC, BellSouth will disconnect a US LEC end user customer.
3. All requests by US LEC for denial or disconnection of an end user for nonpayment must be in writing.

4. US LEC will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise US LEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by US LEC and/or the end user against any claim, loss or damage arising from providing this information to US LEC. It is the responsibility of US LEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

Q. The procedures for discontinuing service to US LEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by US LEC of the rules and regulations of BellSouth's tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to US LEC, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and US LEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If US LEC fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by US LEC to receive notices of noncompliance, discontinue the provision of existing services to US LEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and US LEC's noncompliance continues, nothing contained herein shall preclude



BellSouth's right to discontinue the provision of the services to US LEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, US LEC's services will be discontinued. Upon discontinuance of service on a US LEC's account, service to US LEC's end users will be denied. BellSouth will also reestablish service at the request of the end user or US LEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R. BellSouth may require US LEC to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves US LEC from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that US LEC defaults on its account, service to US LEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to US LEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to US LEC by the accrual date.

S. Notwithstanding any other provision of this Article XIV, BellSouth may not assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late payment charges may be assessed from and after the date that such amounts were originally due and owing.

#### **XV. Ordering of Services From BellSouth For Resale Purposes**

A. The ordering and provision of services purchased from BellSouth for resale purposes by US LEC shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

**B.** When the initial service is ordered by US LEC, BellSouth will establish an accounts receivable master account for US LEC.

**C.** BellSouth shall bill US LEC on a current basis all applicable charges and credits.

**D.** Payment of all charges will be the responsibility of US LEC. US LEC shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by US LEC from US LEC's customer. BellSouth will not become involved in billing disputes that may arise between US LEC and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

**E.** BellSouth will render bills each month on established bill days for each of US LEC's accounts.

**F.** BellSouth will bill US LEC in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

**G.** The payment will be due by the next bill date (*i.e.*, same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

**H.** Upon proof of tax exempt certification from US LEC, the total amount billed to US LEC will not include any taxes due from the end user. US LEC will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

I. As the customer of record, US LEC will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to BellSouth, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that US LEC actually makes the payment to BellSouth.

K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

L. In general, BellSouth will not become involved in disputes between US LEC and US LEC's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, US LEC shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with US LEC to resolve the matter in as timely a manner as possible. US LEC may be required to submit documentation to substantiate the claim.

M. US LEC is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon US LEC.

N. Notwithstanding any other provision of this Article XV, BellSouth may not assess late payment charges or terminate services which it makes available to US LEC for resale based upon the failure of US LEC to pay amounts owing hereunder when due if such unpaid amounts have not been paid by US LEC on the basis of a bona fide dispute; however, in the event that the dispute is resolved in favor of BellSouth, late

payment charges may be assessed from and after the date that such amounts were originally due and owing.

## **XVI. Network Design and Management**

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, i.e., originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth or US LEC provides recording capabilities. The exchange of information is required to enable each party to bill properly.

## **XVII. Disconnection of Existing End User Service**

A. BellSouth will accept requests from US LEC to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from US LEC to BellSouth or will accept a request from another ALEC or US LEC for conversion of the Service Provider Number Portability service associated with an end user's service from US LEC to the second ALEC. BellSouth will notify US LEC that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. US LEC must, however, provide proof of authorization upon request.

B. If either party determines that an unauthorized change in local service provider has occurred, it will reestablish service with the appropriate local service provider as requested by the end user and will assess the other party an unauthorized change charge of \$19.41 per line or trunk for residence or business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed because of the unauthorized change. These charges may be adjusted if satisfactory proof of authorization is provided.

C. Either party may designate itself as the preferred provider of local exchange service for its own pay telephones.

## **XVIII. Implementation of Agreement**

The parties agree that within 90 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to US LEC shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

## **XIX. Auditing Procedures**

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by

the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

B. For combined interstate and intrastate US LEC traffic terminated by BellSouth over the same facilities, US LEC shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to US LEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. BellSouth reserves the right to periodically audit services purchased by US LEC for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. US LEC agrees to make any and all records reasonably related to such conversion available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, US LEC shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

D. All audits shall be performed in a manner so as not to unreasonably interfere with the business of the party being audited.

## **XX. Liability and Indemnification**

A. With respect to any claim or suit by US LEC, an US LEC customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by BellSouth pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and except as provided in C. through G. following, BellSouth's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

B. With respect to any claim or suit by BellSouth, a BellSouth customer or by any other person or entity, other than for willful misconduct or gross negligence, for damages associated with any of the services provided by US LEC pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to

the provisions of B. through G. following, US LEC's liability shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.

C. Neither party shall be liable to the other party for any act or omission of any other telecommunications company not a party to this Agreement providing a portion of a service.

D. Neither party is liable for damages to the other party's terminal location, POI or customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by the party's gross negligence or willful misconduct.

E. Each party shall be indemnified, defended and held harmless by the other against any claim, loss or damage arising from a party's use of services provided by the other party under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from a party's own communications; 2) Claims for patent infringement arising from acts combining or using the service furnished by the other party in connection with facilities or equipment furnished by the other party or the other party's customer; 3) any claim, loss, or damage claimed by a customer, arising from the party's use of services provided by the other party under this Agreement; or 4) all other claims arising out of use of services provided pursuant to this Agreement.

F. Neither party assumes liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the accuracy of data provided in conjunction with the provision of any service provided pursuant to this Agreement.

G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each party shall be indemnified, defended and held harmless by the other from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.

H. No license under patents (other than the limited license to use) is granted or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Each party will defend the other against claims of patent infringement arising solely from the use by the other party of services offered pursuant to this Agreement and will indemnify the other party for any damages awarded based solely on such claims.

I. Both parties' failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil

commotion, criminal actions taken against either party, acts of God and other circumstances beyond the party's reasonable control.

J. This obligations of the parties contained within this section shall survive the expiration of this Agreement.

## **XXI. More Favorable Provisions**

A. The parties agree that if —

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements to US LEC for that state upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after US LEC acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Other Interconnection Agreement. In the event that US LEC accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may



be, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section XXI.F, BellSouth shall be deemed to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Interconnection Order. In the event that US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements in that state to US LEC upon such Other Terms, which US LEC may accept as provided in Section XXI.E. In the event that US LEC accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms for such arrangements for the particular state shall be effective between BellSouth and US LEC as of the effective date of such Interconnection Tariff. In the event that US LEC accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and US LEC as of the date on which US LEC accepts such offer.

E. In the event that BellSouth is deemed to have offered US LEC the arrangements covered by this Agreement upon Other Terms, US LEC in its sole discretion may accept such offer either –

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following arrangements as a whole:

- a. local interconnection,
- b. interLATA and IntraLATA toll traffic interconnection,
- c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
- d. access to poles, ducts, conduits and rights-of-way,
- e. access to 911/E911 emergency network,
- f. collocation, or
- g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by US LEC, shall remain in full force and effect.

**F. Corrective Payment.** In the event that --

1. BellSouth and US LEC revise this Agreement pursuant to Section XXI.A,  
or

2. US LEC accepts a deemed offer of Other Terms pursuant to Section XXI.E, then BellSouth or US LEC, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or US LEC accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

**XXII. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and

that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement without restriction on disclosure; 2) lawfully obtained from any source other than the owner of the Information without restriction on disclosure; or 3) previously known to the receiving party without an obligation to keep it confidential; 4) is required to be disclosed by judicial or administrative action provided that the party intending to disclose the information pursuant to this Agreement shall have first advised the other party of the proposed disclosure and shall have taken reasonable steps to ensure the confidentiality of the Information.

### **XXIII. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

### **XXIV. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

### **XXV. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

## **XXVI. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

## **XXVII. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

## **XXVIII. Notices**

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.  
Rich Dender, Acct. Manager  
South E4E1  
3535 Colonnade Parkway  
Birmingham, AL 35243

US LEC of North Carolina L.L.C.  
Executive Vice President-  
Regulatory and Administration  
Suite 1540  
212 S. Tryon St.  
Charlotte, NC 28281

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

## XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior (but not contemporaneous) agreements between the parties, relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

  
Signature

Director  
Title

11/12/96  
Date

US LEC of North Carolina, L.L.C.

  
Signature

EVP of Regulatory and Administration  
Title

November 8, 1996  
Date

## ATTACHMENT "D"

### APPLICABLE DISCOUNTS

The telecommunications services available for purchase by US LEC for the purposes of resale to US LEC end users shall be available at the following discount off of the retail rate.

| <u>STATE</u>   | <u>DISCOUNT</u>  |                 |
|----------------|------------------|-----------------|
|                | <u>RESIDENCE</u> | <u>BUSINESS</u> |
| ALABAMA        | 10%              | 10%             |
| FLORIDA        | 18%              | 12%             |
| GEORGIA        | 20.3%*           | 17.3%*          |
| KENTUCKY       | 10%              | 8%              |
| LOUISIANA      | 11%              | 10%             |
| MISSISSIPPI    | 9%               | 8%              |
| NORTH CAROLINA | 12%              | 9%              |
| SOUTH CAROLINA | 10%              | 9%              |
| TENNESSEE      | 11%              | 9%              |

\*The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996.

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g., N11 end user charges); and taxes

**Attachment B-1**  
**Local Interconnection Service**

**Service: Local Interconnection\***

**Description:** Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and Intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

| State(s): Alabama             |                      |             |                    |             |                     |             |                      |             |                    |             |                     |             | Florida                      |                               |             |                    |             |                     |             |                      |             |                    |             |                     |             |
|-------------------------------|----------------------|-------------|--------------------|-------------|---------------------|-------------|----------------------|-------------|--------------------|-------------|---------------------|-------------|------------------------------|-------------------------------|-------------|--------------------|-------------|---------------------|-------------|----------------------|-------------|--------------------|-------------|---------------------|-------------|
| RATE ELEMENTS                 | Per MOU              | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per | Per MOU              | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per | RATE ELEMENTS                | Per MOU                       | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per | Per MOU              | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per |
| DS1 Local Channel             | --                   | --          | \$133.81           | LC          | \$866.97            | LC - First  | --                   | --          | \$133.81           | LC          | \$866.97            | LC - First  | DS1 Local Channel            | --                            | --          | \$133.81           | LC          | \$866.97            | LC - First  | --                   | --          | \$133.81           | LC          | \$866.97            | LC - First  |
| DS1 Dedicated Transport       | --                   | --          | \$23.50 per mile   | --          | \$486.83            | LC - Add'l  | --                   | --          | \$16.75 per mile   | --          | \$486.83            | LC - Add'l  | DS1 Dedicated Transport      | --                            | --          | \$23.50 per mile   | --          | \$486.83            | LC - Add'l  | --                   | --          | \$16.75 per mile   | --          | \$486.83            | LC - Add'l  |
| DS1 Common Transport          | \$0.00004 per mile   | --          | \$90.00 fac. term. | --          | \$100.49 fac. term. | --          | --                   | --          | \$59.75 fac. term. | --          | \$100.49 fac. term. | --          | DS1 Common Transport         | \$0.00004 per mile            | --          | \$90.00 fac. term. | --          | \$100.49 fac. term. | --          | --                   | --          | \$59.75 fac. term. | --          | \$100.49 fac. term. | --          |
| Local Switching LS2 (FGD)     | \$0.00036 fac. term. | --          | --                 | --          | --                  | --          | \$0.00004 per mile   | --          | --                 | --          | --                  | --          | Local Switching LS2 (FGD)    | \$0.00036 fac. term.          | --          | --                 | --          | --                  | --          | \$0.00004 per mile   | --          | --                 | --          | --                  | --          |
| Tandem Switching              | \$0.00755 access mou | --          | --                 | --          | --                  | --          | \$0.00036 fac. term. | --          | --                 | --          | --                  | --          | Tandem Switching             | \$0.00755 access mou          | --          | --                 | --          | --                  | --          | \$0.00036 fac. term. | --          | --                 | --          | --                  | --          |
| Information Surcharge         | \$0.00074 access mou | --          | --                 | --          | --                  | --          | \$0.00876 access mou | --          | --                 | --          | --                  | --          | Information Surcharge        | \$0.00074 access mou          | --          | --                 | --          | --                  | --          | \$0.00876 access mou | --          | --                 | --          | --                  | --          |
| Tandem Intermediary Charge**  | \$0.03218 100 mou    | --          | --                 | --          | --                  | --          | \$0.00050 access mou | --          | --                 | --          | --                  | --          | Tandem Intermediary Charge** | \$0.03218 100 mou             | --          | --                 | --          | --                  | --          | \$0.00050 access mou | --          | --                 | --          | --                  | --          |
|                               | \$0.002 access mou   | --          | --                 | --          | --                  | --          | \$0.002 access mou   | --          | --                 | --          | --                  | --          |                              | \$0.002 access mou            | --          | --                 | --          | --                  | --          | \$0.002 access mou   | --          | --                 | --          | --                  | --          |
| Composite Rate-DS1 Dedicated  | \$0.00978            |             |                    |             |                     |             |                      |             |                    |             |                     |             |                              | Composite Rate-DS1 Dedicated  | \$0.01028   |                    |             |                     |             |                      |             |                    |             |                     |             |
| Composite Rate-DS1 Tandem Sw. | \$0.00991            |             |                    |             |                     |             |                      |             |                    |             |                     |             |                              | Composite Rate-DS1 Tandem Sw. | \$0.01056   |                    |             |                     |             |                      |             |                    |             |                     |             |

| State(s): Georgia             |                      |             |                    |             |                     |             |                        |             |                    |             |                     |             | Kentucky                     |                               |             |                    |             |                     |             |                         |             |                    |             |                     |             |
|-------------------------------|----------------------|-------------|--------------------|-------------|---------------------|-------------|------------------------|-------------|--------------------|-------------|---------------------|-------------|------------------------------|-------------------------------|-------------|--------------------|-------------|---------------------|-------------|-------------------------|-------------|--------------------|-------------|---------------------|-------------|
| RATE ELEMENTS                 | Per MOU              | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per | Per MOU                | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per | RATE ELEMENTS                | Per MOU                       | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per | Per MOU                 | Applied Per | Monthly Recur.     | Applied Per | Non-Recur.          | Applied Per |
| DS1 Local Channel             | --                   | --          | \$133.81           | LC          | \$866.97            | LC - First  | --                     | --          | \$133.81           | LC          | \$866.97            | LC - First  | DS1 Local Channel            | --                            | --          | \$133.81           | LC          | \$866.97            | LC - First  | --                      | --          | \$133.81           | LC          | \$866.97            | LC - First  |
| DS1 Dedicated Transport       | --                   | --          | \$23.50 per mile   | --          | \$486.83            | LC - Add'l  | --                     | --          | --                 | --          | \$486.83            | LC - Add'l  | DS1 Dedicated Transport      | --                            | --          | \$23.50 per mile   | --          | \$486.83            | LC - Add'l  | --                      | --          | --                 | --          | \$486.83            | LC - Add'l  |
| DS1 Common Transport          | \$0.00004 per mile   | --          | \$90.00 fac. term. | --          | \$100.49 fac. term. | --          | --                     | --          | \$90.00 fac. term. | --          | \$100.49 fac. term. | --          | DS1 Common Transport         | \$0.00004 per mile            | --          | \$90.00 fac. term. | --          | \$100.49 fac. term. | --          | --                      | --          | \$90.00 fac. term. | --          | \$100.49 fac. term. | --          |
| Local Switching LS2 (FGD)     | \$0.00036 fac. term. | --          | --                 | --          | --                  | --          | \$0.00004 per mile     | --          | --                 | --          | --                  | --          | Local Switching LS2 (FGD)    | \$0.00036 fac. term.          | --          | --                 | --          | --                  | --          | \$0.00004 per mile      | --          | --                 | --          | --                  | --          |
| Tandem Switching              | \$0.00787 access mou | --          | --                 | --          | --                  | --          | \$0.00036 fac. term.   | --          | --                 | --          | --                  | --          | Tandem Switching             | \$0.00787 access mou          | --          | --                 | --          | --                  | --          | \$0.00036 fac. term.    | --          | --                 | --          | --                  | --          |
| Information Surcharge         | \$0.00074 access mou | --          | --                 | --          | --                  | --          | \$0.00755 access mou   | --          | --                 | --          | --                  | --          | Information Surcharge        | \$0.00074 access mou          | --          | --                 | --          | --                  | --          | \$0.00755 access mou    | --          | --                 | --          | --                  | --          |
| Tandem Intermediary Charge**  | --                   | --          | --                 | --          | --                  | --          | \$0.00074 access mou   | --          | --                 | --          | --                  | --          | Tandem Intermediary Charge** | --                            | --          | --                 | --          | --                  | --          | \$0.00074 access mou    | --          | --                 | --          | --                  | --          |
|                               | \$0.002 access mou   | --          | --                 | --          | --                  | --          | \$0.03218 Prem/100 mou | --          | --                 | --          | --                  | --          |                              | \$0.03218 Prem/100 mou        | --          | --                 | --          | --                  | --          | \$0.01448 Trans/100 mou | --          | --                 | --          | --                  | --          |
|                               |                      | --          | --                 | --          | --                  | --          | \$0.002 access mou     | --          | --                 | --          | --                  | --          |                              | \$0.002 access mou            | --          | --                 | --          | --                  | --          | \$0.002 access mou      | --          | --                 | --          | --                  | --          |
| Composite Rate-DS1 Dedicated  | \$0.00978            |             |                    |             |                     |             |                        |             |                    |             |                     |             |                              | Composite Rate-DS1 Dedicated  | \$0.00978   |                    |             |                     |             |                         |             |                    |             |                     |             |
| Composite Rate-DS1 Tandem Sw. | \$0.00991            |             |                    |             |                     |             |                        |             |                    |             |                     |             |                              | Composite Rate-DS1 Tandem Sw. | \$0.00991   |                    |             |                     |             |                         |             |                    |             |                     |             |

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

**Attachment B-1**  
**Local Interconnection Service**

Service: Local Interconnection\* (Cont'd)

| State(s):                     | Louisiana |             |                |             |            |             | Mississippi |             |                |             |            |             |
|-------------------------------|-----------|-------------|----------------|-------------|------------|-------------|-------------|-------------|----------------|-------------|------------|-------------|
| RATE ELEMENTS                 | Per MOU   | Applied Per | Monthly Recur. | Applied Per | Non-Recur. | Applied Per | Per MOU     | Applied Per | Monthly Recur. | Applied Per | Non-Recur. | Applied Per |
| DS1 Local Channel             | --        | --          | \$133.81       | LC          | \$866.97   | LC - First  | --          | --          | \$133.81       | LC          | \$866.97   | LC - First  |
| DS1 Dedicated Transport       | --        | --          | \$16.75        | per mile    | \$486.83   | LC - Add'l  | --          | --          | \$23.50        | per mile    | \$486.83   | LC - Add'l  |
|                               |           |             | \$59.75        | fac.term.   | \$100.49   | fac. term.  | --          | --          | \$90.00        | fac.term.   | \$100.49   | fac. term.  |
| DS1 Common Transport          | \$0.00004 | per mile    | --             | --          | --         | --          | \$0.00004   | per mile    | --             | --          | --         | --          |
|                               | \$0.00036 | fac. term.  | --             | --          | --         | --          | \$0.00036   | fac. term.  | --             | --          | --         | --          |
| Local Switching LS2 (FGD)     | \$0.00869 | access mou  | --             | --          | --         | --          | \$0.00787   | access mou  | --             | --          | --         | --          |
| Tandem Switching              | \$0.00050 | access mou  | --             | --          | --         | --          | \$0.00074   | access mou  | --             | --          | --         | --          |
| Information Surcharge         | --        | --          | --             | --          | --         | --          | --          | --          | --             | --          | --         | --          |
| Tandem Intermediary Charge**  | \$0.002   | access mou  | --             | --          | --         | --          | \$0.002     | access mou  | --             | --          | --         | --          |
| Composite Rate-DS1 Dedicated  | \$0.01021 |             |                |             |            |             | \$0.00978   |             |                |             |            |             |
| Composite Rate-DS1 Tandem Sw. | \$0.01049 |             |                |             |            |             | \$0.00991   |             |                |             |            |             |

| State(s):                     | N.Carolina |             |                  |             |            |             | S.Carolina |             |                  |             |            |             |
|-------------------------------|------------|-------------|------------------|-------------|------------|-------------|------------|-------------|------------------|-------------|------------|-------------|
| RATE ELEMENTS                 | Per MOU    | Applied Per | Monthly Recur.   | Applied Per | Non-Recur. | Applied Per | Per MOU    | Applied Per | Monthly Recur.   | Applied Per | Non-Recur. | Applied Per |
| DS1 Local Channel             | --         | --          | \$133.81         | LC          | \$866.97   | LC - First  | --         | --          | \$133.81         | LC          | \$866.97   | LC - First  |
|                               |            |             |                  |             | \$486.83   | LC - Add'l  |            |             | --               |             | \$486.83   | LC - Add'l  |
| DS1 Dedicated Transport       | --         | --          | \$23.50 per mile | fac.term.   | \$100.49   | fac. term.  | --         | --          | \$23.50 per mile | fac.term.   | \$100.49   | fac. term.  |
|                               |            |             | \$90.00          |             |            |             |            |             | \$90.00          |             |            |             |
| DS1 Common Transport          | \$0.00004  | per mile    | --               | --          | --         | --          | \$0.00004  | per mile    | --               | --          | --         | --          |
|                               | \$0.00036  | fac. term.  | --               | --          | --         | --          | \$0.00036  | fac. term.  | --               | --          | --         | --          |
| Local Switching LS2 (FGD)     | \$0.01140  | access mou  | --               | --          | --         | --          | \$0.01095  | access mou  | --               | --          | --         | --          |
| Tandem Switching              | \$0.00074  | access mou  | --               | --          | --         | --          | \$0.00074  | access mou  | --               | --          | --         | --          |
| Information Surcharge         | --         | --          | --               | --          | --         | --          | \$0.03741  | 100 mou     | --               | --          | --         | --          |
| Tandem Intermediary Charge**  | \$0.002    | access mou  | --               | --          | --         | --          | \$0.002    | access mou  | --               | --          | --         | --          |
| Composite Rate-DS1 Dedicated  | \$0.01331  |             |                  |             |            |             | \$0.01323  |             |                  |             |            |             |
| Composite Rate-DS1 Tandem Sw. | \$0.01344  |             |                  |             |            |             | \$0.01336  |             |                  |             |            |             |

| State(s):                     | Tennessee  |                |                    |                       |                |                         |
|-------------------------------|------------|----------------|--------------------|-----------------------|----------------|-------------------------|
| RATE ELEMENTS                 | Per<br>MOU | Applied<br>Per | Monthly<br>Recur.  | Applied<br>Per        | Non-<br>Recur. | Applied<br>Per          |
| DS1 Local Channel             | --         | --             | \$133.81           | LC                    | \$866.97       | LC - First              |
| DS1 Dedicated Transport       | --         | --             | \$23.50<br>\$90.00 | per mile<br>fac.term. | --<br>\$100.49 | LC - Add'<br>fac. term. |
| DS1 Common Transport          | \$0.00004  | per mile       | --                 | --                    | --             | --                      |
|                               | \$0.00036  | fac. term.     | --                 | --                    | --             | --                      |
| Local Switching LS2 (FGD)     | \$0.01750  | access mou     | --                 | --                    | --             | --                      |
| Tandem Switching              | \$0.00074  | access mou     | --                 | --                    | --             | --                      |
| Information Surcharge         | --         | --             | --                 | --                    | --             | --                      |
| Tandem Intermediary Charge**  | \$0.002    | access mou     | --                 | --                    | --             | --                      |
| Composite Rate-DS1 Dedicated  | \$0.01941  |                |                    |                       |                |                         |
| Composite Rate-DS1 Tandem Sw. | \$0.01954  |                |                    |                       |                |                         |

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving with center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.



## **Attachment B-2**

### **Local Interconnection Service**

#### **Service: Toll Switched Access**

**Description:** Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

**State(s):** All

#### **Rates, Terms and Conditions:**

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

## Attachment B-3

### Local Interconnection Service

#### Service: Service Provider Number Portability-Remote

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

| State(s):   | Per Number Ported,<br>Each          | Additional Capacity for<br>Simultaneous Call Forwarding,<br>per Additional Path | Per Order,<br>per end user location   |
|-------------|-------------------------------------|---|---------------------------------------|
|             | Monthly Rate                        | Monthly Rate  | Nonrecurring Charge                   |
| Alabama     | \$1.50                              | \$0.75  | \$25.00                               |
| Florida     | \$1.50 Business<br>\$1.25 Residence | \$0.50 Business<br>\$0.50 Residence   | \$25.00 Business<br>\$25.00 Residence |
| Georgia     | \$1.75                              | \$0.75  | \$25.00                               |
| Kentucky    | \$1.50                              | \$0.75  | \$25.00                               |
| Louisiana   | \$1.50                              | \$0.75  | \$25.00                               |
| Mississippi | \$1.75                              | \$0.75  | \$25.00                               |
| N.Carolina  | \$1.50                              | \$0.75  | \$25.00                               |
| S.Carolina  | \$1.50                              | \$0.75  | \$25.00                               |
| Tennessee   | \$1.75                              | \$0.75  | \$25.00                               |

## Attachment B-4

### Local Interconnection Service

**Service:** Service Provider Number Portability-Direct Inward Dialed (DID)\*

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

| State(s):                     |  | Alabama              |                        |                      |                           | Florida                  |                              |                            |                                |
|-------------------------------|--|----------------------|------------------------|----------------------|---------------------------|--------------------------|------------------------------|----------------------------|--------------------------------|
| RATE ELEMENTS                 |  | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring    | Applied<br>Per            | Monthly<br>Recurring     | Applied<br>Per               | Non-<br>Recurring          | Applied<br>Per                 |
| Per Number Ported - Business  |  | \$0.01               | each                   | \$1.00               | each                      | \$0.01                   | each                         | \$1.00                     | each                           |
| Per Number Ported - Residence |  | \$0.01               | each                   | \$1.00               | each                      | \$0.01                   | each                         | \$1.00                     | each                           |
| Per Order                     |  | --                   | --                     | \$25.00              | end user<br>location      | --                       | --                           | \$25.00                    | end user<br>location           |
| SPNP-DID Trunk Termination    |  | \$13.00              | trunk                  | \$160.00<br>\$80.00  | trunk-init.<br>trunk-sub. | \$15.00                  | trunk                        | \$170.00<br>\$86.00        | trunk-init.<br>trunk-sub.      |
| DS1 Local Channel**           |  | \$133.81             | LC                     | \$866.97             | LC - First                | \$133.81                 | LC                           | \$866.97                   | LC - First                     |
| DS1 Dedicated Transport**     |  | \$23.50<br>\$90.00   | per mile<br>fac. term. | \$486.83<br>\$100.49 | LC - Add'l<br>fac. term.  | --<br>\$16.75<br>\$59.75 | --<br>per mile<br>fac. term. | \$486.83<br>--<br>\$100.49 | LC - Add'l<br>--<br>fac. term. |

| State(s):                     |  | Georgia              |                        |                      |                           | Kentucky                 |                              |                            |                                |
|-------------------------------|--|----------------------|------------------------|----------------------|---------------------------|--------------------------|------------------------------|----------------------------|--------------------------------|
| RATE ELEMENTS                 |  | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring    | Applied<br>Per            | Monthly<br>Recurring     | Applied<br>Per               | Non-<br>Recurring          | Applied<br>Per                 |
| Per Number Ported - Business  |  | \$0.01               | each                   | \$1.00               | each                      | \$0.01                   | each                         | \$1.00                     | each                           |
| Per Number Ported - Residence |  | \$0.01               | each                   | \$1.00               | each                      | \$0.01                   | each                         | \$1.00                     | each                           |
| Per Order                     |  | --                   | --                     | \$25.00              | end user<br>location      | --                       | --                           | \$25.00                    | end user<br>location           |
| SPNP-DID Trunk Termination    |  | \$14.00              | trunk                  | \$165.00<br>\$83.00  | trunk-init.<br>trunk-sub. | \$13.00                  | trunk                        | \$150.00<br>\$80.00        | trunk-init.<br>trunk-sub.      |
| DS1 Local Channel**           |  | \$133.81             | LC                     | \$866.97             | LC - First                | \$133.81                 | LC                           | \$866.97                   | LC - First                     |
| DS1 Dedicated Transport**     |  | \$23.50<br>\$90.00   | per mile<br>fac. term. | \$486.83<br>\$100.49 | LC - Add'l<br>fac. term.  | --<br>\$23.50<br>\$90.00 | --<br>per mile<br>fac. term. | \$486.83<br>--<br>\$100.49 | LC - Add'l<br>--<br>fac. term. |

\* Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs.

\*\*May not be required if the ALEC is collocated at the ported number end office.

# Attachment B-4

## Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)\* (Cont'd)

| State(s):                     | Louisiana            |                |                   |                      | Mississippi          |                |                   |                      |
|-------------------------------|----------------------|----------------|-------------------|----------------------|----------------------|----------------|-------------------|----------------------|
| RATE ELEMENTS                 | Monthly<br>Recurring | Applied<br>Per | Non-<br>Recurring | Applied<br>Per       | Monthly<br>Recurring | Applied<br>Per | Non-<br>Recurring | Applied<br>Per       |
| Per Number Ported - Business  | \$0.01               | each           | \$1.00            | each                 | \$0.01               | each           | \$1.00            | each                 |
| Per Number Ported - Residence | \$0.01               | each           | \$1.00            | each                 | \$0.01               | each           | \$1.00            | each                 |
| Per Order                     | --                   | --             | \$25.00           | end user<br>location | --                   | --             | \$25.00           | end user<br>location |
|                               |                      |                | --                |                      | --                   | --             |                   |                      |
| SPNP-DID Trunk Termination    | \$13.00              | trunk          | \$170.00          | trunk-init.          | \$13.00              | trunk          | \$150.00          | trunk-init.          |
|                               |                      |                | \$86.00           | trunk-sub.           |                      |                | \$80.00           | trunk-sub.           |
| DS1 Local Channel**           | \$133.81             | LC             | \$866.97          | LC - First           | \$133.81             | LC             | \$866.97          | LC - First           |
|                               | --                   | --             | \$486.83          | LC - Add'l           | --                   | --             | \$486.83          | LC - Add'l           |
| DS1 Dedicated Transport**     | \$16.75              | per mile       | --                | --                   | \$23.50              | per mile       | --                | --                   |
|                               | \$59.75              | fac. term.     | \$100.49          | fac. term.           | \$90.00              | fac. term.     | \$100.49          | fac. term.           |

| State(s):                     | N.Carolina        |             |               |                   | S.Carolina        |             |               |                   |
|-------------------------------|-------------------|-------------|---------------|-------------------|-------------------|-------------|---------------|-------------------|
| RATE ELEMENTS                 | Monthly Recurring | Applied Per | Non-Recurring | Applied Per       | Monthly Recurring | Applied Per | Non-Recurring | Applied Per       |
| Per Number Ported - Business  | \$0.01            | each        | \$1.00        | each              | \$0.01            | each        | \$1.00        | each              |
| Per Number Ported - Residence | \$0.01            | each        | \$1.00        | each              | \$0.01            | each        | \$1.00        | each              |
| Per Order                     | --                | --          | \$25.00       | end user location | --                | --          | \$25.00       | end user location |
|                               |                   |             | --            |                   |                   |             |               |                   |
| SPNP-DID Trunk Termination    | \$13.00           | trunk       | \$160.00      | trunk-init.       | \$13.00           | trunk       | \$164.00      | trunk-init.       |
|                               |                   |             | \$83.00       | trunk-sub.        |                   |             | \$81.00       | trunk-sub.        |
| DS1 Local Channel**           | \$133.81          | LC          | \$866.97      | LC - First        | \$133.81          | LC          | \$866.97      | LC - First        |
|                               |                   |             | \$486.83      | LC - Add'l        |                   |             | \$486.83      | LC - Add'l        |
| DS1 Dedicated Transport**     | \$23.50           | per mile    | --            | --                | \$23.50           | per mile    | --            | --                |
|                               | \$90.00           | fac. term.  | \$100.49      | fac. term.        | \$90.00           | fac. term.  | \$100.49      | fac. term.        |

| State(s):                     |                      | Tennessee      |                   |                      |  |
|-------------------------------|----------------------|----------------|-------------------|----------------------|--|
| RATE ELEMENTS                 | Monthly<br>Recurring | Applied<br>Per | Non-<br>Recurring | Applied<br>Per       |  |
| Per Number Ported - Business  | \$0.01               | each           | \$1.00            | each                 |  |
| Per Number Ported - Residence | \$0.01               | each           | \$1.00            | each                 |  |
| Per Order                     | --                   | --             | \$25.00           | end user<br>location |  |
| SPNP-DID Trunk Termination    | \$13.00              | trunk          | \$164.00          | trunk-init.          |  |
|                               |                      |                | \$83.00           | trunk-sub.           |  |
| DS1 Local Channel**           | \$133.81             | LC             | \$866.97          | LC - First           |  |
|                               |                      |                | \$486.83          | LC - Add'l           |  |
| DS1 Dedicated Transport**     | \$23.50              | per mile       | --                | --                   |  |
|                               | \$90.00              | fac. term.     | \$100.49          | fac. term.           |  |

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

\*\*May not be required if the ALEC is collocated at the ported number end office.

## **Attachment C-1**

### **Unbundled Products and Services and New Services**

**Service: Subscriber Listing Information**

**Description:** Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

**State(s): All**

**Rates:**

- (1) No charge for ALEC-1 customer primary listings.**
- (2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.**

9/3/96

### AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("CARRIER") agree as follows:

1. **RECITALS.** BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. **CARRIER OBLIGATIONS.** CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO and its affiliates and agents in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. **BAPCO OBLIGATIONS.** BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

(b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for

CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

6. **LIMITATION OF LIABILITY.** BAPCO's liability to CARRIER for any errors or omission directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.

7. **TERM.** This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

8. **ASSIGNMENT.** This Agreement shall be binding upon any successors or assigns of the parties during its Term.

9. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

10. **NONDISCLOSURE.**

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary



notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

11. **FORCE MAJEURE.** Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

12. **PUBLICITY.** Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

13. **REPRESENTATIVES AND NOTICES.**

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO:

Director-LEC/BST Interface  
BellSouth Advertising & Publishing Corporation  
Room 270  
59 Executive Park South  
Atlanta, GA 30329

With Copy to:

Vice President and General Counsel  
BellSouth Advertising & Publishing Corporation  
Room 430  
59 Executive Park South  
Atlanta, GA 30329

If to CARRIER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **MISCELLANEOUS.** This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING &  
PUBLISHING CORPORATION

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CARRIER:

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. Carrier Name: The name of the local exchange carrier and operating company code.
8. Carrier Number: Operating Company Number

## PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

## BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner; Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

## DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. Name: Personal or business name.
23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
24. Directory (Book ID): Bolt code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

## REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

## PRIVATE/PROPRIETARY

Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.

## **BAPCO Deliverables**

### **Publication Schedules**

BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

### **Yellow Pages Headings**

BAPCO will provide a printed version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

### **Coverage Maps**

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the carrier.

### **Central Office Table**

BAPCO will provide two printed versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

### **Listing Specifications**

BAPCO will provide a condensed printed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

### **Abbreviation Table**

BAPCO will provide a printed copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

### **Foreign Directory Name Table**

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

### **Customer Guide Pages Appearance Procedures**

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a carrier operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

## **Attachment C-2**

### **Unbundled Products and Services and New Services**

**Service: Access to Numbers**

**Description:** For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

**State(s): All**

**Rates: No Charge**

### **Attachment C-3**

#### **Unbundled Products and Services and New Services**

**Service: Access to 911 Service**

**Description:** Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

**State(s): All**

**Rates:** Will be billed to appropriate municipality.

## **Attachment C-4**

### **Unbundled Products and Services and New Services**

**Service: 800 Database**

**Description:** Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.

**800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.**

**ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.**

**State(s): All**

**Rates, Terms and Conditions:**

**In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.**

## **Attachment C-5**

### **Unbundled Products and Services and New Services**

#### **Service: Line Information Database (LIDB)- Storage Agreement**

**Description:** The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

**State(s): All**

**Rates: No Charge**



**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Agreement, effective as of \_\_\_\_\_, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and \_\_\_\_\_ ("Local Exchange Company"), a \_\_\_\_\_ corporation. their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of \_\_\_\_\_, 19 \_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

## **III. FEES FOR SERVICE AND TAXES**

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

## **IV. INDEMNIFICATION**

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

#### **V. LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### **VI. MISCELLANEOUS**

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

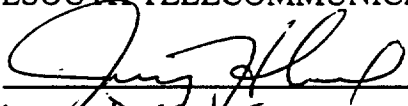
E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By:   
Title: Director  
Date: 11/12/90  
Address: 291465 BSC  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Facilities Based)*

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 199 \_\_, between BellSouth Telecommunications, Inc. ("BST"), and \_\_\_\_\_ ("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 199 \_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.



- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]  
Title: Director  
Date: 11/12/90  
Address: 29165 BSC  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Resale)*

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 199 \_\_, between BellSouth Telecommunications, Inc. ("BST"), and \_\_\_\_\_ ("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 199 \_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

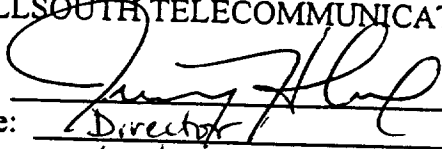
1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By:   
Title: Director  
Date: 11/12/90  
Address: 29605 BSC  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment C-6

### Unbundled Products and Services and New Services

**Service: Line Information Database Access Service (LIDB) - Validation**

**Description:** Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

**State(s): All**

| Rate Elements                                  | Description  | Monthly   | Non-Recurring |
|--|--|-----------|---------------|
| LIDB Common Transport                          | Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.  | \$0.00030 | --            |
| LIDB Validation                                | Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.<br><br>As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query. | \$0.03800 | --            |
| Originating Point Code Establishment or Change | Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.   | --        | \$91.00       |
| CCS7 Signaling Connections                     | Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.   |           |               |



## Attachment C-7

### Unbundled Products and Services and New Services

**Service: Signaling**

**Description:** Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

**State(s): All**

| Rate Elements  | Monthly Rate | Recurring Rate           | Non-Recurring | Applied Per                   |
|--|--------------|--------------------------|---------------|-------------------------------|
| <b>CCS7 Signaling Connection</b><br>- Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections. | \$155.00     | —                        | \$510.00      | 56 Kpbs facility              |
| <b>CCS7 Signaling Termination</b><br>- Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.   | \$355.00     | —                        | —             | STP Port                      |
| <b>CCS7 Signaling Usage*</b><br>- Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.  | —            | \$0.000023<br>\$0.000050 | —<br>—        | Call Set Up Msg.<br>TCAP Msg. |
| <b>CCS7 Signaling Usage Surrogate*</b>   | \$395.00     | —                        | —             | 56 Kpbs facility              |

\*Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kpbs facility basis.

## Attachment C-8

### Unbundled Products and Services and New Services

#### Service: Operator Call Processing Access Service

**Description:** Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

| Rate Elements   | State(s)    | Monthly<br>Recurring | Applied Per      |
|---|-------------|----------------------|------------------|
| Operator Provided Call Handling   | All         | \$1.17               | Per Work Minute  |
| <b>Call Completion Access Termination Charge</b><br>This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.              | Alabama     | \$0.06               | Per Call Attempt |
|   | Florida     | \$0.06               | Per Call Attempt |
|   | Georgia     | \$0.06               | Per Call Attempt |
|   | Kentucky    | \$0.06               | Per Call Attempt |
|   | Louisiana   | \$0.06               | Per Call Attempt |
|   | Mississippi | \$0.06               | Per Call Attempt |
|   | N.Carolina  | \$0.08               | Per Call Attempt |
|   | S.Carolina  | \$0.08               | Per Call Attempt |
|   | Tennessee   | \$0.12               | Per Call Attempt |
| Fully Automated Call Handling   | All         | \$0.15               | Per Attempt      |
| <b>Operator Services Transport</b><br>Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff. |             |                      |                  |

# Attachment C-9

## Unbundled Products and Services and New Services

**Service: Directory Assistance Access Service (Number Services)**

**Description: See below**

| Rate Elements                                       | Description  | State(s)   | Monthly Rate   |
|---|--|--|--|
| Directory Assistance Call Completion Access Service | Optional service provided to an Access subscriber of BellSouth's DA Access Service.<br><br>Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.<br><br>All local and intralata call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction. | All  | \$0.25<br>(per call attempt)   |
| Call Completion Access Termination Charge           | This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.   | Alabama<br>Florida<br>Georgia<br>Kentucky<br>Louisiana<br>Mississippi<br>N. Carolina<br>S. Carolina<br>Tennessee | \$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.12 |
| Number Services Intercept Access Service            | Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.<br><br>A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.  | All  | \$0.25<br>(per intercept query)  |
| Directory Assistance Service Call                   | Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.  |  |  |
| Directory Transport                                 | Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.  |  |  |
| Directory Assistance Interconnection                | Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.  |  |  |
| Directory Assistance Database Service               | Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.   |  |  |
| Direct Access to DA Service                         | Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s Interstate Access Service Tariff F.C.C. No.1.   |  |  |

**Attachment C-10**

**Unbundled Products and Services and New Services**

**Service: Busy Line Verification and Emergency Interrupt**

**Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.**

**State(s): All**

**Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.**

## Attachment C-11

### Unbundled Products and Services and New Services

**Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)**

**Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.**

**All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.**

**State(s): All**

| Rate Elements        | Description   | Monthly |
|----------------------|---|---------|
| Message Distribution | Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis. | \$0.004 |
| Data Transmission    | This charge is applied on a per message basis.  | \$0.001 |

## Attachment C-12

### Unbundled Products and Services and New Services

#### Service: Non-Sent Paid Report System (NSPRS)

**Description:** NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

**State(s):** All

| Rate Elements                                 | Billing and Collections<br>Fee Retained by Billing Co. | Applied<br>Per |
|---|--|----------------|
| NSPRS - intrastate FL and NC                  | \$0.066  | message        |
| NSPRS - intrastate all other BellSouth states | \$0.05   | message        |
| NSPRS - CATS                                  | \$0.05   | message        |
| NSPRS - non-conterminous                      | \$0.16   | message        |

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From-To/Bill RAO combinations.

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

### SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

### SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A      Message Distribution Service (RAO Hosting)

Exhibit B      Intercompany Settlements (NSPRS)

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.



## **SECTION 1. SCOPE OF EXHIBIT**

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:

- 1) Message Forwarding to Intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
- 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
- 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

## **SECTION 2. RESPONSIBILITIES OF THE PARTIES**

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

### **SECTION 3. COMPENSATION**

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

|                  |         |
|------------------|---------|
| Rate Per Message | \$0.004 |
|------------------|---------|

- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

|                  |         |
|------------------|---------|
| Rate Per Message | \$0.001 |
|------------------|---------|

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

**Exhibit B**

**SECTION 1. SCOPE OF EXHIBIT**

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

**SECTION 2. RESPONSIBILITIES OF THE PARTIES**

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1) a BellSouth customer,
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
- 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

- 2.02 These other services include, but are not limited to:

- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
- 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
- 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).

- 4) **Non-Toll Service Charges** billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) **Directory Assistance Call Charges** to a calling card or to a third number as approved by the authorized regulatory commission.

**2.03** The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

- 1) **BellSouth,**
- 2) **another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),**
- 3) **another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).**

**2.04** For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

### SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

|  | <u>Rate Per message</u> |
|--|-------------------------|
| 1) Calls originated and billed in Florida<br>or originated and billed in North Carolina  | \$0.0668                |
| Calls originated in any of the states within<br>BellSouth region and billed in that same state   | \$0.05                  |
| 2) Calls originated in a state within BellSouth's<br>region and billed in another state or originated<br>in another state and billed in a state within<br>BellSouth's region | \$0.05                  |
| 3) Calls originated in a state within BellSouth's<br>region and billed outside the conterminous<br>United States   | \$0.16                  |

## SECTION 6. TERM OF AGREEMENT

6.01 This agreement is effective 12/1/96 and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this 4<sup>TH</sup> day of DECEMBER, 1996.

WITNESS:

THE ALEC

Melissa Roe

Steph P. Schubert / SVP  
(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

Ilda Laine

Jim [Signature] / Director  
(title)



**Attachment C-13**

**Unbundled Products and Services and New Services**

**Service: Virtual Collocation**

**Description:** Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

**Rates, Terms and Conditions:**

**State(s): All except Florida:** In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

**State: Florida** In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

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**Service: Physical Collocation**

**Description:** Per FCC - (10/19/92 FCC Order, para 39)  
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

**State(s): All**

**Rates, Terms and Conditions:** To be negotiated

## Rates for Physical Interconnection

| Rate Element            | Application/Description   | Type of Charge    | Rate  |
|-------------------------|---|-------------------|---|
| Application Fee         | Applies per arrangement per location  | Nonrecurring      | Tariff Rates<br>(Same as Virtual)   |
| Space Preparation Fee   | Applies for survey and design of space, covers shared building modification costs                               | Nonrecurring      | ICB - See Note 1<br>Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant upgrade. If so, rates to be ICB. |
| Space Construction Fee  | Covers materials and construction of optional cage in 100 square foot increments                                | Nonrecurring      | \$29,744.00<br>See Note 2   |
| Cable Installation Fee  | Applies per entrance cable  | Nonrecurring      | Tariff Rates<br>(Same as Virtual)   |
| Floor Space             | Per square foot, for Zone A and Zone B offices respectively   | Monthly Recurring | \$7.50 / \$6.75<br>See Note 3   |
| Power                   | Per ampere based on manufacturer's specifications   | Monthly Recurring | \$5.14 per ampere   |
| Cable Support Structure | Applies per entrance cable  | Monthly Recurring | \$13.35 per cable   |
| POT Bay                 | Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively                               | Monthly Recurring | \$1.20 / \$5.00<br>See Note 4   |
| Cross-Connects          | Per DS1/DS3 respectively  | Monthly Recurring | \$8.00 / \$72.48  |
| Security Escort         | First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P) | As Required       | \$41.00 / \$25.00 B<br>\$48.00 / \$30.00 O<br>\$55.00 / \$35.00 P   |

- Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO
- Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.
- Note 3: See attached list for Zone A offices as of May 1996. This list will be amended monthly.
- Note 4: Applies when collocator does not supply their own POT bay.

**BellSouth Zone A Offices - as of May 1996**

EX=Exempt from Physical

| STATE | CITY               | OFFICE             | CLLI / STATUS |
|-------|--------------------|--------------------|---------------|
| AL    | Birmingham         | Main & Toll        | BRHMALMA EX   |
|       | Montgomery         | Main & Toll        | MTGMALMT      |
|       | Mobile             | Azalea             | MOBLALAZ      |
| FL    | Boca Raton         | Boca Teeca         | BCRTFLBT      |
|       | Fort Lauderdale    | Main Relief        | FTLDFLMR      |
|       |                    | Cypress            | FTLDFLCY      |
|       |                    | Plantation         | FTLDFLPL      |
|       | Jacksonville Beach | Main               | JCBHFLMA      |
|       | Jacksonville       | Arlington          | JCVLFLAR      |
|       |                    | Beachwood          | JCVLFLBW      |
|       |                    | Clay Street        | JCVLFLCL      |
|       |                    | Southpoint         | JCVLFLJT EX   |
|       |                    | Normandy           | JCVLFLNO      |
|       |                    | Riverside          | JCVLFLRV      |
|       |                    | San Jose           | JCVLFLSJ EX   |
|       |                    | San Marco          | JCVLFLSM      |
|       |                    | Westconnett        | JCVLFLWC      |
|       |                    | Mandarin Avenues   | MNDRFLAV EX   |
|       |                    | Mandarin Loretto   | MNDRFLLO      |
|       | Lake Mary          | Lake Mary          | LKMRFLMA EX   |
|       | Miami              | Grande             | MIAMFLGR      |
|       |                    | Palmetto           | MIAMFLPL      |
|       |                    | Alhambra           | MIAMFLAE      |
|       |                    | Bayshore           | MIAMFLBA      |
|       |                    | Metro              | MIAMFLME      |
|       |                    | Melbourne          | MLBRFLMA      |
|       | Orlando            | Magnolia           | ORLDFLMA      |
|       |                    | Azalea Park        | ORLDFLAP      |
|       |                    | Sand Lake          | ORLDFLSL      |
|       |                    | Pinecastle         | ORLDFLPC      |
|       |                    | Pinehills          | ORLDFLPH      |
|       | West Palm Beach    | Annex (Main Annex) | WPBHFLAN      |

|    |             |                  |             |
|----|-------------|------------------|-------------|
| GA | Athens      | Athens           | ATHNGAMA    |
|    | Atlanta     | Courtland St     | ATLNGACS    |
|    |             | Peachtree Pl     | ATLNGAPP    |
|    |             | Buckhead         | ATLNGABU    |
|    |             | East Point       | ATLNGAEP    |
|    |             | Toco Hills       | ATLNGATH    |
|    |             | Sandy Springs    | ATLNGASS    |
|    | Lilburn     | Lilburn          | LLBNGAMA    |
|    | Smyrna      | Power Ferry      | SMYRGAPF    |
|    |             | Smyrna Main      | SMYRGAMA    |
|    | Tucker      | Tucker Main      | TUKRGAMA EX |
|    | Roswell     | Roswell Main     | RSWLGAMA    |
|    | Norcross    | Norcross Main    | NRCRGAMA    |
|    | Marietta    | Marietta Main    | MRRTGAMA    |
|    | Dunwoody    | Dunwoody Main    | DNWDGAMA    |
|    | Alpharetta  | Alpharetta Main  | ALPRGAMA    |
|    | Columbus    | Columbus Main    | CLMBGAMT    |
| KY | Louisville  | Armory Place     | LSVLKYAP EX |
|    |             | Westport Rd      | LSVLKYWE EX |
|    |             | Beechmont        | LSVLKYBE    |
|    |             | Bardstown Road   | LSVLKYBR EX |
|    |             | Fern Creeek      | LSVLKYFC    |
|    |             | JTown            | LSVLKYJT    |
|    |             | Mathews          | LSVLKYSM    |
|    |             | Third Street     | LSVLKYTS    |
| LA | New Orleans | Main             | NWORLAMA    |
|    | Baton Rouge | Main             | BTRGLAMA    |
| MS | Hattiesburg | Hattiesburg Main | HTBGMSMA    |
|    | Jackson     | Cap Pearl        | JCSNMSCP    |
|    | Vicksburg   | Vicksburg        | VCBGMSMA    |
| NC | Cary        | Central          | NARYNCCE    |
|    | Chapel Hill | Rosemary         | CPHLNCRO    |
|    | Charlotte   | Caldwell         | CHRLNCCA    |
|    |             | South Boulevard  | CHRLNCB0    |

|    |               |               |          |    |
|----|---------------|---------------|----------|----|
|    |               | Derita        | CHRLNCDE |    |
|    |               | Erwin         | CHRLNCER |    |
|    |               | Lake Point    | CHRLNCLP |    |
|    |               | Reid          | CHRLNCRE | EX |
|    |               | Sharon Amity  | CHRLNCSE |    |
|    |               | University    | CHRLNCUN | EX |
|    | Greensboro    | Eugene St     | GNBONCEU |    |
|    | Raleigh       | Morgan        | RLGHNCMO |    |
|    |               | New Hope      | RLGHNCHO |    |
|    | Salisbury     | Main          | SLBRNCMA |    |
|    | Winston Salem | Fifth Street  | WNSLNCFI |    |
|    | Ashville      | O'Henry       | AHVLNCOH |    |
| SC | Charleston    | Dial & Toll   | CHTNSCDT |    |
|    | Columbia      | Senate St     | CLMASCSN | EX |
|    |               | At. Andrews   | CLMASCSA |    |
|    | Greenville    | D&T           | GNVLSCDT |    |
|    |               | Woodruff Road | GNVLSCWR | EX |
|    | Spartenburg   | Main          | SPBGSCMA |    |
| TN | Knoxvill      | Main          | KNVLTNMA |    |
|    | Memphis       | Bartlett      | MMPHTNBA |    |
|    |               | Chickasaw     | MMPHTNCT |    |
|    |               | Eastland      | MMPHTNEL |    |
|    |               | Germantown    | MMPHTNGT |    |
|    |               | Main          | MMPHTNMA | EX |
|    |               | Oakville      | MMPHTNOA |    |
|    |               | Southland     | MMPHTNSL |    |
|    | Nashville     | Main & Toll   | NSVLTNMT |    |
|    |               | Airport       | NSVLTNAP |    |
|    |               | Brentwood     | NSVLTNBW |    |
|    |               | Crieve Hall   | NSVLTNCH |    |
|    |               | Donelson      | NSVLTNDO |    |
|    |               | Inglewood     | NSVLTNIN |    |
|    |               | Sharondale    | NSVLTNST |    |
|    |               | University    | NSVLTNUN |    |

BellSouth Telecommunications  
Negotiations Handbook  
for  
Collocation

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## **Preface**

This handbook describes BellSouth's Collocation offerings and contains general guidelines for ordering, provisioning and maintenance of these offerings. By design, this document does not contain detailed descriptions of network interface qualities, network capabilities, local interconnection or product service offerings. This document does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services.

Based on the nature of your business, you will find a list of contacts included for your convenience in discussing the above items.



## **Introduction**

BellSouth offers Virtual Expanded Interconnection from the FCC #1 tariff and from the Florida State Access E tariff. In addition, BellSouth will negotiate Physical Collocation on a first come, first serve basis, depending on space availability.

## **Service Description**

### Virtual Expanded Interconnection Service (VEIS)

VEIS is a tariffed offering which provides for the placement of collocator-owned facilities and equipment in BellSouth Central Offices and the interconnection of this equipment to BellSouth Switched and Special Access Services. Equipment that is part of a VEIS arrangement is most commonly located in the BST equipment line-up.

With VEIS, the collocator places fiber optic cable outside the central office to a designated interconnection point, such as a manhole. The collocator will provide the entrance fiber between the interconnection point and the collocation equipment arrangement inside the central office, cabling from the arrangement to the BST cross-connect point, and cabling from the arrangement to the BST provided power source. BellSouth will lease the entrance fiber, cabling and equipment placed by the collocator for the nominal fee of one dollar.

Alarming and monitoring of the collocated equipment is the responsibility of the collocator. BellSouth will perform all maintenance and repair on collocator equipment once notified by the collocator that such work is necessary. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

### Physical Collocation

By definition, Physical Collocation goes beyond the arrangement described above. Physical Collocation offers leased Central Office space for either Expanded Interconnection (EIS) or for Service Interconnection (SI). Expanded Interconnection is the placement of private entrance facilities and equipment owned by third parties, interconnected to BellSouth's tariffed services. Service Interconnection allows for the placement of equipment owned by third parties, interconnected to BellSouth tariff services, without private entrance facilities.

Unlike VEIS, the equipment placed as part of a Physical Collocation arrangement will be placed in floor space separated from BST equipment by common fire wall protection and will be fully owned, maintained, and repaired by the collocator or their approved agent. The equipment compliment may include transmission equipment, switching equipment, routers, PCs and modems.

## Service Descriptions

### Physical Collocation (cont.)

As with VEIS, all equipment placed as part of a collocation arrangement must be installed by a BellSouth certified vendor and must meet NEBS standards. A steel gauge cage may be purchased from BellSouth to house the equipment arrangement at the request of the collocator for an additional fee.

## Rate Components

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20. Physical collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all arrangements and will be marked by an (R) next to the item in the descriptions following.

### Application fee (R)

The application fee is required for all collocators to cover the engineering and administrative expense associated with your application inquiry. This fee is a one time charge per request, per C.O. for each new VEIS / EIS / IS service request. No application fee is required for updates, amendments or supplements to service requests in progress. A subsequent request by the same customer in the same C.O. will be treated as "new" if the initial VEIS / EIS / IS request has completed and is in service. The Application fee must be paid upon submission of an application to indicate a bona fide request.

### Floor Space (R)

This component covers the square footage for the equipment rack(s) and POT bay for your arrangement plus a factor of 25% when no cage is present, or will include the enclosure square footage when a cage is utilized. When a cage is not requested, square footage will be calculated based on the shadow print of your equipment racks and POT bay times the factor of 1.25 to compensate for maintenance walk-around space for your equipment. If you require administrative space for your arrangement, i.e. a desk or terminal stand, you will be required to purchase a cage enclosure.

The floor space charge also covers lighting, heat, air conditioning, ventilation and other allocated expenses associated with the central office building and will commence billing the day the allocated space is turned over to the collocator for occupancy. The floor space element does not include the amperage required to power the collocated equipment.

## **Rate Components (cont.)**

### **Power (R)**

The amps required to power the collocated equipment will be charged per ampere based on equipment manufacturers specifications for maximum power requirement.

### **Cross-connect (R)**

This element provides the one-for-one interconnection to BellSouth's tariffed Switched and Special Access service offerings (i.e. DS0, DS1 or DS3 services) or Unbundled service elements (voice grade 2-wire or 4-wire unbundled loop, port). It is a flat rate, non-distance sensitive charge and will be applied on a per circuit order basis.

### **Cable Installation**

The cable installation charge applies only to collocators who provide private entrance facilities to their collocated equipment. This is a one time (non-recurring) charge per cable, per installation to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator provided fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location.

### **Cable Support Structure**

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator has elected to provide private entrance to their equipment. This is a nominal monthly recurring charge.

### **Space Preparation fee**

This one time fee per arrangement, per location covers the survey, engineering, design, and building modifications for the shared physical collocation area within a central office. BellSouth will pro rate the total space preparation costs among all collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested. The Space preparation charge is payable in full before cage construction or equipment installation begins.

### **Space construction fee**

This element applies to physical collocation arrangements only and will vary based on the type of arrangement requested. The fee covers the materials and installation of optional steel gauge caging, C.O. grounding, fluorescent lighting, floor treatment, power outlet, extension of environmental alarms and other incremental materials cost charged on a per square foot basis.

## **Rate Components (cont.)**

### **POT bay**

BellSouth requires the use of a Point of Termination Bay (POT bay) for demarcation with physical collocation. The collocator may elect to provide their own POT bay, or may purchase the functionality from BellSouth on a per cross-connect basis for an additional incremental charge.

### **Security Escort (R)**

A security escort will be required for all equipment inspections under VEIS and for maintenance, repair or provisioning visits by a collocator or their agent under physical collocation for some central offices based on office configuration. The charge is based on half hour increments.

### **Additional Engineering**

This charge may apply for modifications to an application in progress which results in architectural, design or engineering changes. The charge may also apply to incidental engineering and design for physical collocation space when a full space construction charge does not apply.

### **Administrative reporting**

Collocators who request administrative reports will be assessed a report fee on a per occurrence basis.

# General Terms and Conditions

## Application for service

The application for collocation is a two-phased process consisting of an Application Inquiry and a Firm Order. To obtain a copy of BellSouth's application form, see page 10 of this document. Prior to negotiations for equipment placement, the inquiry document must be submitted for review and planning by the Central Office equipment engineers, space planners and facility planners. Based on the feedback from these sources, BellSouth will respond to the application in writing.

Following the collocater's review of BellSouth's response, a Firm Order may be submitted for each location for which the collocator wishes to proceed. The Firm Order may be submitted on the same form used during the Inquiry phase, provided all necessary revisions are clearly marked to indicated the applicants finalized plans. A detailed equipment drawing must accompany the Firm Order Request. The application fee referenced in the previous section must also accompany each application as indication of a bona fide request.

## Assignment of space

BellSouth will assign space for collocation based on space availability and on a first come, first serve basis. For physical collocation, a customer may opt for a cage enclosure which will be offered as a 100 square foot minimum based on space availability within the area designated for physical collocation.

A collocator requesting more than a 100 square foot cage module will be offered contiguous space where available. Where contiguous space is unavailable, the collocator may elect the construction of two separate enclosures and may interconnect its arrangements one to another.

If BellSouth determines there is insufficient space within a central office to accommodate physical collocation, BellSouth will provide Virtual Expanded Interconnection in accordance with existing regulatory requirements.

## Occupancy of space

The collocator must commence equipment installation within 180 days from the date space is made available by BellSouth or forfeit the right to use the space.

## Pricing structure

BellSouth offers a pricing plan which meets the specifications of the 1996 Legislative Act. The plan features zone and location based pricing some recurring elements and offers the optional purchase of a caged enclosure.

## **General Terms and Conditions (cont.)**

### **Equipment installation**

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality will be met. A list of certified vendors is contained in the Appendix of this document.

The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth BDFB, performing operational tests after the equipment installation is completed, and notifying the local BellSouth Equipment Engineer and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation.

### **Alarm and monitoring**

The collocator is responsible for the placement and monitoring of their own remote environmental and equipment alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits at the tariff rate for the service requested.

### **Inspections**

BellSouth will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their virtual collocation arrangement upon completion of the arrangement installation. A security escort will be required. Any additional inspections must be coordinated with BellSouth and will also require a security escort.

### **Commencement Date**

The date which the collocator and BellSouth jointly certify the interconnector's equipment is operational will be the commencement date.

## General Terms and Conditions (cont.)

### Insurance

BellSouth will require \$25 million in comprehensive general liability insurance and workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident, \$100,00 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis. BellSouth may not consent to an interconnector's assumption of the entire \$25 million of liability in lieu of general coverage.

Insurance coverage must be in effect on or before the date of occupancy (equipment delivery) and must remain in effect until departure of all collocator personnel and property from the central office.

### Ordering Interconnected service

A collocator may interconnect to special and switched access services from BellSouth's FCC #1 at the DS3, DS1 and equivalent DS0 cross-connect level. Interconnection is also available to Unbundled loops and ports from the State Access E tariff / State Dedicated Services E tariff for certified ALECs only. Please ask your BellSouth contact for state specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, BellCore's Special Reports SR STS-471001 and 471004.

### Assignment of facilities

When a customer orders a service which interfaces at an end customer location at the same level as the cross-connect purchased, BellSouth will assign facilities within its network and provide the interconnection information on the Design Layout Record (DLR). When a customer orders cross-connects at a higher interface level than the service purchased for the end customer, the ordering customer must provide BellSouth with the circuit facility assignment.

### Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay liquidated damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

## **General Terms and Conditions (cont.)**

### **Access to BellSouth Central Offices**

Only BellSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central office buildings. All collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Manned offices will afford 24 hour, 7 day per week access without prior arrangements. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access.

### **Recovery of extraneous expenses**

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major renovation or upgrade will be required to one of the following in order to facilitate physical collocation, BST will share the costs of these expenses among collocators based on the number of square footage being requested: ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

### **Cancellation of a request in progress**

If a collocator cancels an in-progress firm order request, the collocator will be responsible for reimbursing BST for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation.

### **Conversion of Virtual to Physical Collocation**

Collocators who have existing VEIS arrangements may convert these arrangements to physical collocation provided the terms and conditions for physical collocation are met. The collocator will be responsible for the payment of BellSouth fees associated with physical collocation, rearrangement of existing services and vendor costs for the relocation of equipment.

### **Special Reports**

BellSouth will negotiate with requesting parties in the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s).



## Negotiation Contacts

For ALEC initial contact:

Contact Name  
Bob Scheye

Telephone  
404 420-8327

For all IXC, CAP, and subsequent ALEC contacts: :

| <u>Contact Name</u> | <u>Telephone</u> | <u>Pager Number</u> | <u>Fax Number</u> |
|---------------------|------------------|---------------------|-------------------|
| Rich Dender         | 205 977-5966     | 1-800-729-1371      | 205 977-0037      |
| Nancy Nelson *      | 205 977-1136     | 1-800-729-1380      | 205 977-0037      |

\*Collocation Coordination Center Manager

For \* BBS End User Customers \* Third Party Agents \* Solutions Providers

General information:

| <u>Contact Name</u> | <u>Telephone</u> | <u>Fax Number</u> |
|---------------------|------------------|-------------------|
| Tony Saberre        | 205 985-6195     | 205 985-1900      |

Or contact your account representative.

To obtain a copy of BellSouth's Application / Inquiry document:

Contact: Nancy Nelson  
(205) 977-1136  
Room E4E1 South  
3535 Colonnade Drive  
Birmingham, Alabama

**Physical Collocation  
BellSouth Certified Vendor List  
For Engineering and Installation of Collocation Arrangements**

| <u>Company Name</u>                                       | <u>Contact Name</u> |    | <u>Telephone</u> |
|---|---------------------|----|------------------|
| ADC Communications  | Ken Reeves          |    | 800 223-9773     |
|   | Doug Guidry         |    | 318 684-2860     |
| Alcatel   | Ed Boatwright       | FL | 404 270-8335     |
|   | Alex Baber          | FL | 800 869-4869     |
| E F & I Services Co.                                      | Reed Tillis         |    | 904 355-7930     |
| Lucent Technologies, Inc.                                 | Jerry Jones         | KY | 502 429-1346     |
|   | Mike Harrington     | MS | 601 544-7530     |
|   | George Ferguson     | MS | 601 949-8275     |
|   | James McGarity      | GA | 404 573-4120     |
|   | Janet Hallford      | GA | 404 573-6945     |
|   | Charlotte office    | NC | 704 596-0092     |
|   | Charlotte office    | NC | 704 598-0750     |
|   | Other areas         | NC | 910 299-0326     |
|   | Adrian Dye          | SC | 803 926-5213     |
|   | Alabama office      | AL | 205 265-1291     |
| Mintel  | Richard Becht       |    | 800 875-6468     |
|   |                     |    | 404 923-0304     |
| North Supply /<br>DA TEL FiberNet, Inc.                   | Terry Fowler        |    | 800 755-0565     |
|   | Doug Sykes          |    | 205 942-4411     |
| Quality Telecommunications, Inc.                          | Jerry Miller        |    | 770 953-1410     |
| Rapid Response Communications                             | Ted Pellaux         |    | 615 546-2886     |
| Six "R" Communications, Inc.<br>( <u>NC and SC only</u> ) | Ken Koontz          |    | 704 535-7607     |
|   | Dick Phillips       |    | 704 289-5522     |
| Tele-Tech Company   | Karl Bush           | KY | 606 275-7505     |
|   | Bob Burch           |    | 606 275-7502     |
| W.E. Tech, Inc.   | Wes Evans           |    | 305 587-6996     |

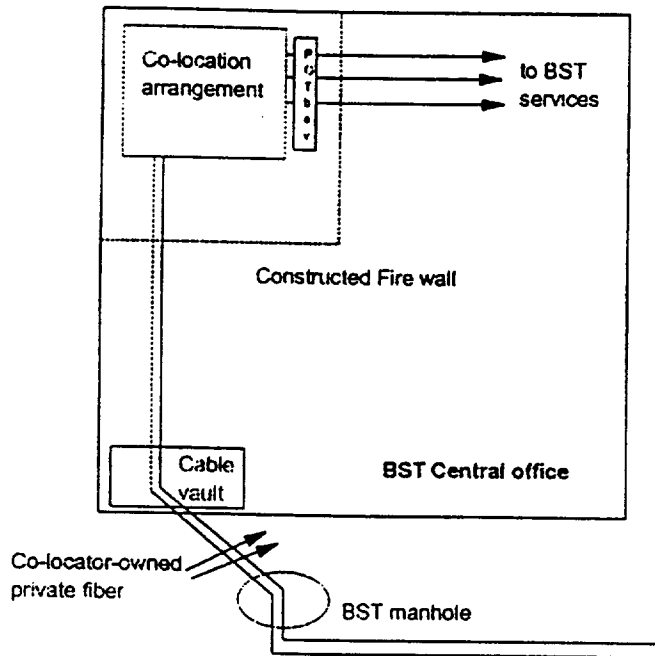
**BellSouth Physical Collocation  
Central Office Exemptions  
(through September 1994)\***

| <u>State</u>   | <u>City</u>     | <u>Central Office</u>                            | <u>CLLI</u>                      |
|----------------|-----------------|--|----------------------------------|
| Alabama        | Birmingham      | Five Points South<br>Main and Toll<br>Riverchase | BRHMALFS<br>BRHMALMT<br>BRHMALRC |
|                | Huntsville      | Redstone Arsenal                                 | HNVLALMA                         |
| Florida        | Chipley         | Jackson  | CHPLFLJA                         |
|                | Gainesville     | Main   | GSVLFLMA                         |
|                | Jacksonville    | Mandarin Avenues<br>San Jose                     | MNDRFLAV<br>JCVLFLSJ             |
|                |                 | South Point (JT Butler)                          | JCVLFLJT                         |
|                | Jupiter         | Main   | JPTRFLMA                         |
|                | Lake Mary       | Main (Heathrow)                                  | LKMRFLMA                         |
|                | Lynn Haven      | Ohio Avenue                                      | LYHNFLOH                         |
|                | North Dade      | Golden Glades                                    | NDADFLGG                         |
|                | Pensacola       | Ferry Pass                                       | PNSCFLFP                         |
|                | West Palm Beach | Gardens  | WPBHFLGR                         |
|                |                 | Royal Palm                                       | WPBHFLRP                         |
|                |                 |  |                                  |
| Georgia        | Austell         | Main   | ASTLGAMA                         |
|                | Tucker          | Main   | TUKRGAMA                         |
| Kentucky       | Louisville      | Armory Place                                     | LSVLKYAP                         |
|                |                 | Bardstown Road                                   | LSVLKYBR                         |
|                |                 | Westport Road                                    | LSVLKYWE                         |
|                | Paducah         | Main   | PDCHKYMA                         |
| North Carolina | Charlotte       | Reid Road  | CHRLNCRE                         |
|                |                 | Research Drive (Univ.)                           | CHRLNCUN                         |
|                | Greensboro      | Airport  | GNBONCAP                         |
|                | Pembroke        | Central  | PMBRNCCE                         |
| South Carolina | Columbia        | Senate Street                                    | CLMASCSN                         |
|                | Greenville      | Woodruff Road                                    | GNVLSCWR                         |
| Tennessee      | Memphis         | Main   | MMPHTNMA                         |
|                |                 | Midtown  | MMPHTNMT                         |
|                |                 | Southside  | MMPHTNST                         |

\* BellSouth ceased qualifying C.O.'s September 1994 due to elimination of physical offering.

### Physical Co-location: Expanded Interconnection

With Expanded Interconnection, the co-locator is "expanding" their private network to interconnect with BellSouth's network. Therefore, private fiber is placed to the central office and pulled through to the co-location arrangement. The co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's transport services.

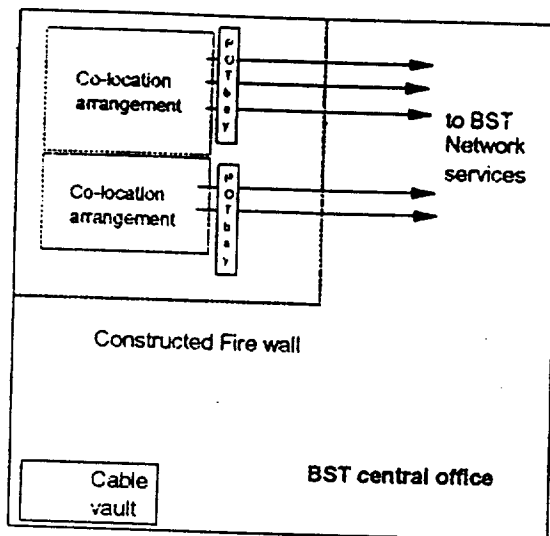


| <u>Elements</u>   | <u>Type of charge</u> |
|---|-----------------------|
| Application fee   | NRC                   |
| Space preparation fee                                   | NRC                   |
| Space construction fee *                                | NRC                   |
| Cable Installation fee                                  | NRC                   |
| Cable support structure                                 | RC                    |
| Floor space / per square foot<br>includes environmental | RC                    |
| Floor space - power / per ampere                        | RC                    |
| Cross-connects  | RC                    |
| Security escort / per 1/2 hour                          | (as required)         |

\* Applies for optional cage construction only

### Physical co-location: Service Interconnection arrangement

With a Service Interconnection arrangement, the co-locator places their equipment in leased floor space and purchases cross-connects to BellSouth's Transport services. For this arrangement, BellSouth will request a minimum 24 month contract for both the floor space and transport services, as well as a minimum number of interconnected DS1 or DS3 services.



| <u>Elements</u>  | <u>Type of charge</u> |
|--|-----------------------|
| Application fee  | NRC                   |
| Space preparation fee                                    | NRC                   |
| Space construction fee *                                 | NRC                   |
| Floor space / per square foot<br>includes environmentals | RC                    |
| Floor space - power / per ampere                         | RC                    |
| Cross-connects   | RC                    |
| Security escort / per 1/2 hour                           | (as required)         |

\* Required only for optional cage construction

## Rates for Negotiated Interconnection

| Rate Element            | Application/Description  | Type of charge                            | Rate  |
|-------------------------|--|---|---|
| Application Fee         | Applies per arrangement per location   | Non recurring                             | \$ 3,848.30   |
| Space Preparation Fee   | Applies for survey and design of space, covers shared building modification costs                                | Non recurring                             | ICB *(1)<br>Will not be less than \$1,788.00                      |
| Space Construction Fee  | Covers materials and construction of optional cage in 100 square foot increments                                 | Non recurring                             | \$ 29,744.00 *(2)   |
| Cable Installation Fee  | Applies per entrance cable   | Non recurring                             | \$ 4,650.00   |
| Floor Space             | Per square foot, for Zone A and Zone B offices respectively  | Monthly Recurring                         | \$9.31 / \$8.38 *(3)  |
| Power                   | Per ampere based on manufacturer's specifications  | Monthly Recurring                         | \$ 5.14 per ampere  |
| Cable Support Structure | Applies per entrance cable   | Monthly Recurring                         | \$13.35 per cable   |
| POT bay                 | Optional Point of Termination bay; rate is per DS1 / DS3 cross-connect respectively                              | Monthly Recurring                         | \$1.20 / \$5.00 *(4)  |
| Cross-connects          | Per DS1 / DS3 respectively   | Monthly Recurring                         | \$ 9.28 / \$ 72.48  |
| Security escort         | First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O) and Premium time (P). | As required<br>This is a tariffed charge. | \$41.00 / \$25.00 B<br>\$48.00 / \$30.00 O<br>\$55.00 / \$35.00 P |

Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested C.O.

Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure.

Note 3: See attached list for zone A offices as of May 1996. This list will be amended monthly.

Note 4: Applies when collocator does not supply their own POT bay.

**BellSouth Zone A Offices May 1996**

EX=Exempt from Physical

| STATE | CITY               | OFFICE             | CLLI / STATUS |
|-------|--------------------|--------------------|---------------|
| AL    | Birmingham         | Main & Toll        | BRHMALMA EX   |
|       | Montgomery         | Main & Toll        | MTGMALMT      |
|       | Mobile             | Azalea             | MOBLALAZ      |
| FL    | Boca Raton         | Boca Teeca         | BCRTFLBT      |
|       | Fort Lauderdale    | Main Relief        | FTLDFLMR      |
|       |                    | Cypress            | FTLDFLCY      |
|       |                    | Plantation         | FTLDFLPL      |
|       | Jacksonville Beach | Main               | JCBHFLMA      |
|       | Jacksonville       | Arlington          | JCVLFLAR      |
|       |                    | Beachwood          | JCVLFLBW      |
|       |                    | Clay Street        | JCVLFLCL      |
|       |                    | Southpoint         | JCVLFLJT EX   |
|       |                    | Normandy           | JCVLFLNO      |
|       |                    | Riverside          | JCVLFLRV      |
|       |                    | San Jose           | JCVLFLSJ EX   |
|       |                    | San Marco          | JCVLFLSM      |
|       |                    | Westconnett        | JCVLFLWC      |
|       |                    | Mandarin Avenues   | MNDRFLAV EX   |
|       |                    | Mandarin Loretto   | MNDRFLLO      |
|       | Lake Mary          | Lake Mary          | LKMRFLMA EX   |
|       | Miami              | Grande             | MIAMFLGR      |
|       |                    | Palmetto           | MIAMFLPL      |
|       |                    | Alhambra           | MIAMFLAE      |
|       |                    | Bayshore           | MIAMFLBA      |
|       |                    | Metro              | MIAMFLME      |
|       | Melbourne          | Main               | MLBRFLMA      |
|       | Orlando            | Magnolia           | ORLDFLMA      |
|       |                    | Azalea Park        | ORLDFLAP      |
|       |                    | Sand Lake          | ORLDFLSL      |
|       |                    | Pinecastle         | ORLDFLPC      |
|       |                    | Pinehills          | ORLDFLPH      |
|       | West Palm Beach    | Annex (Main Annex) | WPBHFLAN      |

| <u>STATE</u> | <u>CITY</u> | <u>OFFICE</u>    | <u>CLLI / STATUS</u> |
|--------------|-------------|------------------|----------------------|
| GA           | Athens      | Athens           | ATHNGAMA.            |
|              | Atlanta     | Courtland St     | ATLNGACS             |
|              |             | Peachtree Pl     | ATLNGAPP             |
|              |             | Buckhead         | ATLNGABU             |
|              |             | East Point       | ATLNGAEP             |
|              |             | Toco Hills       | ATLNGATH             |
|              |             | Sandy Springs    | ATLNGASS             |
|              | Lilburn     | Lilburn          | LLBNGAMA             |
|              | Smyrna      | Power Ferry      | SMYRGAPF             |
|              |             | Smyrna Main      | SMYRGAMA             |
|              | Tucker      | Tucker Main      | TUKRGAMA EX          |
|              | Roswell     | Roswell Main     | RSWLGAMA             |
|              | Norcross    | Norcross Main    | NRCRGAMA             |
|              | Marietta    | Marietta Main    | MRRTGAMA             |
|              | Dunwoody    | Dunwoody Main    | DNWDGAMA             |
|              | Alpharetta  | Alpharetta Main  | ALPRGAMA             |
|              | Columbus    | Columbus Main    | CLMBGAMT             |
| KY           | Louisville  | Armory Place     | LSVLKYAP EX          |
|              |             | Westport Rd      | LSVLKYWE EX          |
|              |             | Beechmont        | LSVLKYBE             |
|              |             | Bardstown Road   | LSVLKYBR EX          |
|              |             | Fern Creek       | LSVLKYFC             |
|              |             | JTown            | LSVLKYJT             |
|              |             | Mathews          | LSVLKYSM             |
|              |             | Third Street     | LSVLKYTS             |
| LA           | New Orleans | Main             | NWORLAMA             |
|              | Baton Rouge | Main             | BTRGLAMA             |
| MS           | Hattiesburg | Hattiesburg Main | HTBGMSMA             |
|              | Jackson     | Cap Pearl        | JCSNMSCP             |
|              | Vicksburg   | Vicksburg        | VCBGMSMA             |
| NC           | Cary        | Central          | NARYNCCE             |
|              | Chapel Hill | Rosemary         | CPHLNCRO             |
|              | Charlotte   | Caldwell         | CHRLNCCA             |
|              |             | South Boulevard  | CHRLNCB0             |



| <u>STATE</u> | <u>CITY</u>       | <u>OFFICE</u> | <u>CLLI / STATUS</u> |
|--------------|-------------------|---------------|----------------------|
|              | Charlotte (cont.) | Derita        | CHRLNCDE             |
|              |                   | Erwin         | CHRLNCER             |
|              |                   | Lake Point    | CHRLNCLP             |
|              |                   | Reid          | CHRLNCRE EX          |
|              |                   | Sharon Amity  | CHRLNCSH             |
|              |                   | University    | CHRLNCUN EX          |
|              | Greensboro        | Eugene St     | GNBONCEU             |
|              | Raleigh           | Morgan        | RLGHNCMO             |
|              |                   | New Hope      | RLGHNCHO             |
|              | Salisbury         | Main          | SLBRNCMA             |
|              | Winston Salem     | Fifth Street  | WNSLNCFI             |
|              | Ashville          | O'Henry       | AHVLNCOH             |
| SC           | Charleston        | Dial & Toll   | CHTNSCDT             |
|              | Columbia          | Senate St     | CLMASCSN EX          |
|              |                   | At. Andrews   | CLMASCSA             |
|              | Greenville        | D&T           | GNVLSCDT             |
|              |                   | Woodruff Road | GNVLSCWR EX          |
|              | Spartenburg       | Main          | SPBGSCMA             |
| TN           | Knoxvill          | Main          | KNVLTNMA             |
|              | Memphis           | Bartlett      | MMPHTNBA             |
|              |                   | Chickasaw     | MMPHTNCT             |
|              |                   | Eastland      | MMPHTNEL             |
|              |                   | Germantown    | MMPHTNGT             |
|              |                   | Main          | MMPHTNMA EX          |
|              |                   | Oakville      | MMPHTNOA             |
|              |                   | Southland     | MMPHTNSL             |
|              | Nashville         | Main & Toll   | NSVLTNMT             |
|              |                   | Airport       | NSVLTNAP             |
|              |                   | Brentwood     | NSVLTNBW             |
|              |                   | Crieve Hall   | NSVLTNCH             |
|              |                   | Donelson      | NSVLTNDO             |
|              |                   | Inglewood     | NSVLTNIN             |
|              |                   | Sharondale    | NSVLTNST             |
|              |                   | University    | NSVLTNUN             |

**Attachment C-14**

**Unbundled Products and Services and New Services**

**Service: Poles, Ducts, Conduits and Rights of Way**

**State(s): All**

**Rates, terms and conditions: This service will be provided via a Standard License Agreement.**

**POLE ATTACHMENT LICENSE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_ by and between BellSouth Telecommunications, Inc., a corporation organized and existing under the laws of the State of Georgia, having its principal office at 675 West Peachtree Street, Atlanta, Georgia (hereinafter referred to as the "Licensor") and TCG, a New York general partnership, having its principal office at \_\_\_\_\_ (hereinafter called the "Licensee").

**WITNESSETH**

WHEREAS, Licensee is a Telecommunications Carrier as defined in Article 1 herein, desiring to furnish communications services in the \_\_\_\_\_ metropolitan area.

WHEREAS, Licensor is a Utility as defined in Article 1 herein.

WHEREAS, Licensee desires to attach fiber optic cable on poles of Licensor, which poles are owned by Licensor within the area described above; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of pole attachments on Licensor's facilities where available and where such use will not interfere with Licensor's service requirements subject to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I  
DEFINITIONS****A. Anchor Rod**

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

**B. Pole Attachment**

Any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.

C. **Guy Strand**

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D. **Make-Ready Work**

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

E. **Field Survey Work or Survey Work**

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

F. **Other Licensee**

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

G. **Joint User**

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles owned by each party.

H. **Suspension Strand**

A metal cable of high tensile strength attached to a pole and used to support communications facilities. Also known as "Messenger Cable".

I. **Identification Tags**

Identifications tags are used to identify Licensee's plant.

J. **Usable Space**

The space above the minimum grade level which can be used for the attachment of wires, cables and associated equipment.

**K. Effective Date**

The effective date of regulations governing charges for Pole Attachments used by Telecommunications Carriers shall be 5 years after the date of the enactment of the Telecommunications Act of 1996.

**L. Pole Attachment Rate**

Includes a reasonable and just rate as defined herein and the costs of nonusable space apportioned so that the apportionment equals two-thirds of the costs of providing nonusable space that would be allocated to an attaching party under an equal apportionment of such costs among all attaching entities. A Utility shall apportion the cost of providing Usable Space among all entities according to the percentage of usable space required for each entity.

**Article II  
SCOPE OF AGREEMENT**

- A. Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose revocable non-exclusive licenses authorizing the attachment of Licensees's attachments to Licensor's poles, specifically as detailed on APPENDIX , hereto attached and made a part hereof.
- B. No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.
- C. Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements. However, Licensor shall provide Licensee nondiscriminatory access to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.
- D. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s), between Licensor and any other licensee(s) or joint user(s) of Licensor's poles.

### **Article III FEES AND CHARGES**

- A. Licensee agrees to pay to Licensors the Just and Reasonable Rates as defined herein, and as specified in and in accordance with the terms and conditions of Regulations to be prescribed by the Commission. The Regulations shall be attached hereto and incorporated herein upon the Effective Date as defined herein.
- B. Payment of all charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement thirty days after the payment due date. Licensee will pay a late payment charge of one and one-half percent (1 1/2%) assessed monthly on any unpaid balance.
- C. Until the Effective Date of the Regulations required under the Act, the Pole Attachment rate charged to Licensee by Licensors for use of the poles, conduit or right-of-way shall be the same rate charged for any pole attachments used by a Cable Television System to provide cable service (the "CATV" Rate) and as set forth in APPENDIX attached hereto and incorporated herein. Any increase in the rate for pole attachments that results from the adoption of the Regulations shall be phased in equal annual increments over a period of 5 years beginning on the Effective Date of the Regulations.
- D. If Licensors engage in the provision of Telecommunication Services or Cable Services, Licensors shall impute to its cost of providing such services (and charge any affiliate, subsidiary or associate company engaged in the provision of such services) an equal amount to the pole attachment rate for which such company would be liable under Section 224 of the Act.

### **Article IV ADVANCE PAYMENT**

- A. Licensee shall make an advance payment to Licensors for:
  - (1) The reasonable costs incurred by Licensors for the required Field Survey in an amount agreed upon by Licensors and Licensee sufficient to cover the estimated cost to be incurred by Licensors to complete such survey.
  - (2) The reasonable costs of any Make Ready Work required in an amount agreed upon by Licensors and Licensee sufficient to cover the estimated cost to be incurred by Licensors to complete the required Make Ready Work.

- B. The amount of the advance payment required shall be due within thirty (30) days after receipt of an invoice from Licensor.

#### **Article V SPECIFICATIONS**

- A. Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of applicable BellSouth practices, the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- B. If any part of Licensee's attachments is not so placed and maintained on any pole, Licensor may upon fifteen (15) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from such pole or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee.
- C. Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's plant, e.g., guys, anchors or terminals.

#### **Article VI LEGAL REQUIREMENTS**

- A. Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Telecommunications System on public and private property at the location of Licensor's poles which Licensee uses. In the case of private property, Licensee shall present satisfactory evidence of such authority at the time application for a license is made pursuant to Article VII herein.
- B. The parties hereto shall at all times comply with the provisions of this Agreement and with the Act and any laws, Regulations, or ordinances which affect the rights granted hereunder.

**Article VII**  
**ISSUANCE OF LICENSES**

- A. Before Licensee shall attach to any pole, Licensee shall make application for and receive a license therefor in the form of APPENDIX Forms A-1 and A-2. Such license shall not be unreasonably withheld or delayed.
- B. Licensor shall provide Licensee a nondiscriminatory license to any pole, duct, conduit or right-of-way owned or controlled by Licensor unless there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**Article VIII**  
**POLE MAKE-READY WORK**

- A. A Field Survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The Field Survey will be performed jointly by representatives of Licensor, joint user (if applicable) and Licensee.
- B. In performing all Make-Ready Work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.
- C. If Licensor intends to modify or alter any pole, duct, conduit or right-of-way in which Licensee has an attachment, Licensor shall provide Licensee written notification of such action in order that Licensee shall have a reasonable opportunity to add to or modify its existing attachment. If Licensee desires to add to or modify its existing attachment after receiving such notification, Licensee shall bear a proportionate share of the costs incurred by Licensor in making such pole, duct, conduit or right-of-way accessible.
- D. Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including Licensor).

**Article IX**  
**CONDUIT SYSTEM**

- A. When an application for Conduit Occupancy is submitted by the Licensee, a Preliminary Survey by the Licensor will be required to determine the availability of the Conduit System to accommodate Licensee's communications facilities. Licensor will advise the Licensee in writing of the estimated charges that will



apply for such Prelicense Survey and receive written authorization and advance payment from the Licensee before undertaking such a survey. A representative of the Licensee may accompany the Licensor's representative on the field inspection portion of such Prelicense Survey. Licensee shall have ninety (90) days from receipt of notice of the estimated charges to make the required payment and indicate its written authorization for completion of the required Prelicense Survey. Failure to respond in the specified period will result in cancellation of the application.

- B. License applications received by Licensor from two or more Licensees for occupancy of the same Conduit System will be processed by Licensor in accordance with procedures detailed in APPENDIX
- C. The Licensor retains the right, in its sole judgment, to determine the availability of space in a Conduit System. In the event the Licensor determines that rearrangement of the existing facilities in the Conduit System is required before the Licensee's Communications Facilities can be accommodated, Licensor will advise the Licensee in writing of the estimated Make-Ready charges that will apply for such rearrangement work. Licensee shall have ninety (90) days from the receipt of such written notification to make the required payment and provide its written authorization for completion of the required Make-Ready Work. Failure to respond within the specified period will result in cancellation of the application.
- D. In performing all Make-Ready Work to accommodate Licensee's communications facilities, Licensor will endeavor to include such work in its normal work load schedule.

#### **Article X CONSTRUCTION, MAINTENANCE AND REMOVAL OF POLE ATTACHMENT**

- A. Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- B. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for Licensee's attachments.

- C. Licensee shall obtain specific written authorization from Licensor, which shall not be unreasonably withheld or delayed, before relocating, materially altering or replacing its attachments or overloading its own cable on Licensor's poles.
- D. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto.
- E. Licensee, at its expense, will remove its attachments from any of Licensor's poles within thirty (30) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of Licensor.

## **Article XI CONDUIT OCCUPANCY**

- A. Licensee must obtain prior written authorization from Licensor, which shall not be unreasonably withheld or delayed, before installing, removing or performing maintenance of its communications facilities in any of Licensor's conduit systems. Licensor reserves the right to specify what, if any, work shall be performed by Licensor. Any work performed by Licensor shall be at the expense of Licensee and shall be accomplished within a time period agreed upon by the parties.
- B. In the event of an emergency, Licensee shall observe the procedure outlined at APPENDIX governing entry into Licensor's manhole(s).
- C. Licensor shall designate the particular duct(s) to be occupied by Licensee, the location and manner in which Licensee's communications facilities will enter and exit the conduit system and the location and manner of installation for any associated equipment which Licensor permits in the conduit system. Licensor reserves the right to exclude or limit the type, number and physical size of Licensee's communications facilities which may be placed in Licensor's conduit system; provided, however, that Licensor shall provide Licensee with a written explanation of any such exclusion or limitation so imposed.
- D. Licensor's manhole(s) shall be opened only as permitted by Licensor's authorized employees or agents. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manhole(s) and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manhole(s) only when an authorized employee or agent of Licensor is present or the Licensor's authorized

employee or agent has determined the Licensee's work will not affect Licensor's equipment. Licensor's authorized employee or agent shall have the authority to suspend Licensee's work operations in and around manhole(s) if in the sole discretion of said employee or agent, any hazardous conditions arise, any unsafe practices are being followed, or the work may adversely affect Licensor's equipment. Licensee shall pay Licensor reasonable charges, as agreed by the parties, to compensate Licensor for the expense of providing an employee or agent to observe the performance of work for Licensee in and around manhole(s). The presence of Licensor's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all work operations in and around Licensor's manhole(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

E. Licensee, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

- 1) termination of the license covering such conduit occupancy; or
- 2) the date Licensee replaces its existing facilities in one duct with substitute facilities in another duct.

If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Licensor.

F. Licensee shall remain liable for and pay to the Licensor all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from Licensor's conduit system.

## **Article XII TERMINATION OF LICENSE**

Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of its intent to effect such removal and any fees shall be prorated to date of removal. Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

## **Article XIII INSPECTION OF POLE ATTACHMENTS**

- A. Licensors reserves the right to make reasonable periodic inspections of any part of Licensee's attachments, including guying, attached to Licensors poles at Licensee's cost and with prior notice to Licensee as described herein.
- B. Licensors will give Licensee advance written notice of such inspections, except in those instances where safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. In such case Licensors shall provide reasonable non-written notice to licensee.
- C. The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

#### **Article XIV UNAUTHORIZED ATTACHMENTS**

- A. If any of Licensee's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, Licensors, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensors of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by the Licensors within the specified time period, Licensee may be required at Licensors option to remove its unauthorized attachment or occupancy within thirty (30) days of the final date for submitting the required application, or Licensors may at Licensors option remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- B. For the purpose of determining the applicable charge, any unauthorized pole attachment or conduit system occupancy shall be treated as having existed for a period of 2 years prior to its discovery or from the time of the last inspection date or for the period beginning with the effective date of this License Agreement, whichever period shall be the shorter.
- C. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that the placement of unauthorized pole attachments or the unauthorized occupancy of conduit systems will cause Licensors to incur expenses or damages that may be difficult or impossible to quantify. In addition to any other rights or remedies available to Licensors pursuant to this Article XIV, Licensee shall pay to Licensors as liquidated damages and not as a penalty a one-time charge of \$50.00 per unauthorized pole attachment and, in the case of unauthorized conduit occupancy, a one-time charge of \$500.00 per duct run,

measured manhole to manhole. The parties hereby agree that said liquidated damages are a reasonable pre-estimate of Licensor's probable loss.

- D. Fees and charges for pole attachments and conduit system occupancies, as specified herein and in APPENDIX as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the pole attachment or conduit occupancy.
- E. No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

#### **Article XV LIABILITY AND DAMAGES**

- A. Licensor reserves to itself; its successors and assigns the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements subject to its obligations under this Agreement. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles except from Licensor's negligence or willful misconduct.
- B. Licensee shall exercise caution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by the negligent acts or willful misconduct of Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- C. Each party (the "Indemnitor") shall defend, indemnify and save harmless the other (the "Indemnitee") against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorney's fees) including, but not limited to those which may be imposed upon, incurred by or asserted against the Indemnitee by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the Indemnitor or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operations of said poles or any part thereof by the Indemnitor or any of its agents, contractors, servants, or employees; (c) any act or omission on the part

of the Indemnitor or any of its agents, contractors, servants, or employees, for which the Indemnitee may be found liable: (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the Indemnitor or any of its agents, contractors, servants, or employees; or (e) any failure on the part of the Indemnitor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement unless caused by the negligence or intentional misconduct of Indemnitee.

- D. Neither party shall be liable for indirect, consequential, special or punitive damages of any kind.
- E. The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

## **Article XVI INSURANCE**

- A. Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XV preceding.
- B. The amounts of such insurance, shall be as follows:
  - 1. against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
  - 2. against liability due to injury to or death of person shall not be less than \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence.
- C. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- D. All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- F. Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; that such certificates name the Licensor as an additional insured under the public liability policy; that it will not cancel or change any such policy of insurance issued to

Licensee except after the giving of not less than sixty (60) days written notice to Licensors.

#### **Article XVII AUTHORIZATION NOT EXCLUSIVE**

Nothing herein contained shall be construed as a grant of an exclusive authorization, right or privilege to Licensee. Licensors shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement provided there is no interference with the rights granted to Licensee hereunder.

#### **Article XVIII ASSIGNMENT OF RIGHTS**

- A. Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensors, which shall not be unreasonably withheld or delayed.
- B. In the event such consent or consents are granted by Licensors, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.

#### **Article XIX FAILURE TO ENFORCE**

Failure of a party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

#### **Article XX TERMINATION OF AGREEMENT**

- A. If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensors to correct such default or noncompliance, Licensors may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- B. In the event of termination of this Agreement, Licensee shall remove its attachments from Licensors's poles within six (6) months from date of termination;

provided, however, that Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until Licensee's attachments are removed from Licensor's poles.

- C. If Licensee does not remove its attachments from Licensor's poles within the applicable time period specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor, except for the negligence or willful misconduct of Licensor, and Licensee shall be liable for and pay all fees to Licensor pursuant to the terms of this Agreement until such attachments are removed.

#### **Article XXI TERM OF AGREEMENT**

- A. This Agreement shall remain in effect for a term of \_\_\_\_\_ year(s) from the date hereof. Licensee shall have the option to renew this Agreement for an additional \_\_\_\_\_ year period upon providing Licensor thirty (30) days written notice prior to the termination date.
- B. Termination of this Agreement shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination. Termination of any license issued pursuant to this Agreement shall not affect any remaining licenses issued hereunder.

#### **Article XXII CHOICE OF LAW**

The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflict of laws provisions.

#### **Article XXIII ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties.

#### **Article XXIV NOTICES**

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:



To Licensee: TCG \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

with a copy to: Teleport Communications Group Inc.  
One Teleport Drive  
Staten Island, New York 10311  
Attn: General Counsel

To Licensor:  
(Payments Only) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Licensor:  
(All Others) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

1996  
BellSouth Rental Rates for Poles & Conduit

|                 | CATV  |                  |       |
|-----------------|-------|------------------|-------|
|                 | Poles | Conduit          |       |
|                 | \$/ea | \$ / Foot / Year |       |
| State           |       |                  |       |
| Alabama         | 3.34  | .37              |       |
| Florida         | 4.10  | .75              |       |
|                 |       |                  |       |
| Georgia         | 4.20  | .56              |       |
|                 |       |                  |       |
| Kentucky 2-user | 9.45  | .70*             |       |
| 3-user          | 5.35  |                  |       |
| Louisiana       | 6.90  | 11.00            | Dense |
|                 |       | 5.29             | Other |
| Mississippi     | 4.94  | 2.50             |       |
| North Carolina  | 3.99  | .52              |       |
|                 |       |                  |       |
| South Carolina  | 3.29  | .47              |       |
| Tennessee       | 4.57  | 6.00             |       |

# Attachment C-15

## Unbundled Products and Services and New Services

### Service: Unbundled Exchange Access Loop

**Description:** Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

| State(s):                      | Alabama |                    |               | Florida |                    |               | Georgia |                    |               |
|--------------------------------|---------|--------------------|---------------|---------|--------------------|---------------|---------|--------------------|---------------|
| Rate Elements                  | Monthly | Nonrecurring First | Charges Add'l | Monthly | Nonrecurring First | Charges Add'l | Monthly | Nonrecurring First | Charges Add'l |
| Unbundled Exchange Access Loop | \$25.00 | \$140.00           | \$45.00       | \$17.00 | \$140.00           | \$45.00       | \$25.00 | \$140.00           | \$45.00       |
| Unbundled Exchange Access IOC  |         |                    |               |         |                    |               |         |                    |               |
| - Fixed                        | \$30.00 | \$97.00            | N/A           | \$28.50 | \$87.00            | N/A           | \$32.00 | \$105.00           | N/A           |
| - 1 - 8 Miles                  | \$2.05  | N/A                | N/A           | \$1.65  | N/A                | N/A           | \$2.05  | N/A                | N/A           |
| - 9 - 25 Miles                 | \$2.00  | N/A                | N/A           | \$1.60  | N/A                | N/A           | \$2.00  | N/A                | N/A           |
| - Over 25 Miles                | \$1.95  | N/A                | N/A           | \$1.55  | N/A                | N/A           | \$1.95  | N/A                | N/A           |

| State(s):                      | Kentucky |                    |               | Louisiana |                    |               | Mississippi |                    |               |
|--------------------------------|----------|--------------------|---------------|-----------|--------------------|---------------|-------------|--------------------|---------------|
| Rate Elements                  | Monthly  | Nonrecurring First | Charges Add'l | Monthly   | Nonrecurring First | Charges Add'l | Monthly     | Nonrecurring First | Charges Add'l |
| Unbundled Exchange Access Loop | \$25.00  | \$140.00           | \$45.00       | \$25.00   | \$140.00           | \$45.00       | \$25.00     | \$140.00           | \$45.00       |
| Unbundled Exchange Access IOC  |          |                    |               |           |                    |               |             |                    |               |
| - Fixed                        | \$30.00  | \$93.00            | N/A           | \$30.00   | \$100.00           | N/A           | \$30.00     | \$96.00            | N/A           |
| - 1 - 8 Miles                  | \$2.05   | N/A                | N/A           | \$2.05    | N/A                | N/A           | \$2.05      | N/A                | N/A           |
| - 9 - 25 Miles                 | \$2.00   | N/A                | N/A           | \$2.00    | N/A                | N/A           | \$2.00      | N/A                | N/A           |
| - Over 25 Miles                | \$1.95   | N/A                | N/A           | \$1.95    | N/A                | N/A           | \$1.95      | N/A                | N/A           |

| State(s):                      | N.Carolina |                    |               | S.Carolina |                    |               | Tennessee |                    |               |
|--------------------------------|------------|--------------------|---------------|------------|--------------------|---------------|-----------|--------------------|---------------|
| Rate Elements                  | Monthly    | Nonrecurring First | Charges Add'l | Monthly    | Nonrecurring First | Charges Add'l | Monthly   | Nonrecurring First | Charges Add'l |
| Unbundled Exchange Access Loop | \$30.03    | \$140.00           | \$45.00       | \$25.00    | \$140.00           | \$45.00       | \$25.00   | \$140.00           | \$45.00       |
| Unbundled Exchange Access IOC  |            |                    |               |            |                    |               |           |                    |               |
| - Fixed                        | \$11.85    | \$71.87            | N/A           | \$50.00    | \$97.00            | N/A           | \$30.00   | \$96.00            | N/A           |
| - 1 - 8 Miles                  | \$2.15     | N/A                | N/A           | \$2.05     | N/A                | N/A           | \$2.05    | N/A                | N/A           |
| - 9 - 25 Miles                 | \$2.15     | N/A                | N/A           | \$2.00     | N/A                | N/A           | \$2.00    | N/A                | N/A           |
| - Over 25 Miles                | \$2.15     | N/A                | N/A           | \$1.95     | N/A                | N/A           | \$1.95    | N/A                | N/A           |

**Attachment C-16**

**Unbundled Products and Services and New Services**

**Service: Channelization System for Unbundled Exchange Access Loops**

**Description:** This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

| State(s)   | Alabama      |                    |              | Florida      |                    |              | Georgia      |                    |              |
|--|--------------|--------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|--------------|
| Rate Elements  | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$575.00     | \$525.00           | N/A          | \$555.00     | \$490.00           | N/A          | \$555.00     | \$490.00           | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.70       | \$8.00             | \$8.00       | \$1.70       | \$7.00             | \$7.00       | \$1.70       | \$7.00             | \$7.00       |

| State(s)   | Kentucky     |                    |              | Louisiana    |                    |              | Mississippi  |                    |              |
|--|--------------|--------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|--------------|
| Rate Elements  | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$540.00     | \$495.00           | N/A          | \$530.00     | \$510.00           | N/A          | \$560.00     | \$450.00           | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.60       | \$8.00             | \$8.00       | \$1.60       | \$8.00             | \$8.00       | \$1.70       | \$6.00             | \$6.00       |

| State(s):  | N.Carolina   |                    |              | S.Carolina   |                    |              | Tennessee    |                    |              |
|--|--------------|--------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|--------------|
| Rate Elements  | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$545.00     | \$475.00           | N/A          | \$520.00     | \$480.00           | N/A          | \$530.00     | \$520.00           | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.65       | \$7.00             | \$7.00       | \$1.60       | \$6.00             | \$6.00       | \$1.60       | \$8.00             | \$8.00       |

## Attachment C-17

### Unbundled Products and Services and New Services

#### Service: Unbundled Exchange Ports

**Description:** An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

| Alabama  |         |            | Florida        |          | Georgia                          |        |
|--|---------|------------|----------------|----------|----------------------------------|--------|
| Rate Elements  | Rate    | Per        | Rate Elements  | Rate     | Rate Elements                    | Rate   |
| Monthly  |         |            | Monthly        |          | Monthly                          |        |
| Residence Port   | \$2.50  |            | Residence Port | \$2.00   | Residence Port                   | \$2.28 |
| Business Port  | \$7.00  |            | Business Port  | \$4.50   | Business Port                    | \$4.60 |
| PBX Trunk Port   | \$7.00  |            | PBX Trunk Port | \$7.50   | PBX Trunk Port                   | \$7.37 |
| Rotary Service   | \$2.00  |            | Rotary Service | \$2.00   | Rotary Service                   | \$2.77 |
| Primary Rate ISDN NAS  | \$20.00 |            |                |          |                                  |        |
| Usage-Mileage Bands  |         |            | Usage-(STS)    |          | Usage-(STS)                      |        |
| A (0 miles)  | \$0.02  | Init.min.  | - init. min.   | \$0.0275 | -setup per call                  | \$0.02 |
|  | \$0.01  | Add'l min. | - add'l min.   | \$0.0125 | - per minute or fraction thereof | \$0.02 |
| B (1-10 miles)   | \$0.04  | Init.min.  |                |          |                                  |        |
|  | \$0.02  | Add'l min. |                |          |                                  |        |
| C (11-16 miles)  | \$0.06  | Init.min.  |                |          |                                  |        |
|  | \$0.04  | Add'l min. |                |          |                                  |        |
| D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.) | \$0.10  | Init.min.  |                |          |                                  |        |
|  | \$0.07  | Add'l min. |                |          |                                  |        |
| E (23-30 miles)  | \$0.10  | Init.min.  |                |          |                                  |        |
|  | \$0.10  | Add'l min. |                |          |                                  |        |
| F (31-40 miles)  | \$0.10  | Init.min.  |                |          |                                  |        |
|  | \$0.10  | Add'l min. |                |          |                                  |        |
| G (Special Band)*  | \$0.10  | Init.min.  |                |          |                                  |        |
|  | \$0.10  | Add'l min. |                |          |                                  |        |

\* In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

# Attachment C-17

## Unbundled Products and Services and New Services

### Service: Unbundled Exchange Ports (Cont'd)

| Kentucky                                     |         |            | Louisiana   |        |            |
|--|---------|------------|---|--------|------------|
| Rate Elements                                | Rate    | Per        | Rate Elements   | Rate   | Per        |
| Monthly                                      |         |            | Monthly   |        |            |
| Residence Port                               | \$3.50  |            | Residence Port  | \$2.50 |            |
| Business Port                                | \$10.00 |            | Business Port   | \$7.00 |            |
| PBX Trunk Port                               | \$10.00 |            | PBX Trunk Port  | \$7.00 |            |
| Rotary Service                               | \$3.50  |            | Rotary Service  | \$3.50 |            |
| Usage-Mileage Bands                          |         |            | Usage-Mileage Bands   |        |            |
| A (0 miles)                                  | \$0.04  | Init.Min.  | O (0 miles)   | \$0.02 | Init.Min.  |
|  | \$0.02  | Add'l min. |   | \$0.01 | Add'l min. |
| B (1-10 miles)                               | \$0.04  | Init.Min.  | A (1-10 miles)  | \$0.04 | Init.Min.  |
|  | \$0.02  | Add'l min. |   | \$0.02 | Add'l min. |
| C (Greater than 10 miles Limited LCA)        | \$0.06  | Init.Min.  | B (11-16 miles)   | \$0.06 | Init.Min.  |
|  | \$0.04  | Add'l min. |   | \$0.04 | Add'l min. |
| D (1-10 miles beyond Limited LCA)            | \$0.04  | Init.Min.  | C (17-22 miles)   | \$0.10 | Init.Min.  |
|  | \$0.02  | Add'l min. |   | \$0.07 | Add'l min. |
| E (11-16 miles beyond Limited LCA)           | \$0.06  | Init.Min.  | D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)         | \$0.14 | Init.Min.  |
|  | \$0.04  | Add'l min. |   | \$0.10 | Add'l min. |
| F (17-22 miles beyond Limited LCA)           | \$0.09  | Init.Min.  | E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA) | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |
| G (23-30 miles beyond Limited LCA)           | \$0.09  | Init.Min.  | F (23 - 30 miles Inter-Parish Expanded LCA)                       | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.10 | Add'l min. |
| H (31-40 miles beyond Limited LCA)           | \$0.09  | Init.Min.  | G (31 - 40 miles Inter-Parish Expanded LCA)                       | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |
| I (Greater than 40 miles beyond Limited LCA) | \$0.09  | Init.Min.  | H (Greater than 40 miles Inter-Parish)                            | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |

| Mississippi   |        |            | N.Carolina     |        | S.Carolina          |         |
|---|--------|------------|----------------|--------|---------------------|---------|
| Rate Elements   | Rates  | Per        | Rate Elements  | Rates  | Rate Elements       | Rates   |
| Monthly   |        |            | Monthly        |        | Monthly             |         |
| Residence Port  | \$3.75 |            | Residence Port | \$2.00 | Residence Port      | \$4.00  |
| Business Port   | \$7.50 |            | Business Port  | \$6.00 | Business Port       | \$10.50 |
| PBX Trunk Port  | \$7.50 |            | PBX Trunk Port | \$8.00 | PBX Trunk Port      | \$10.50 |
| Rotary Service  | \$3.75 |            | Rotary Service | \$1.50 | Rotary Service      | \$3.00  |
| Usage - Mile Bands  |        |            | Usage - (STS)  |        | Usage - (STS)       |         |
| A (0 miles)   | \$0.02 | Init.min.  | - Init.min.    | \$0.05 | - Basic Svc.Area    | \$0.02  |
|   | \$0.01 | Add'l min. | - Add'l min.   | \$0.02 | - Expanded Svc.Area | \$0.12  |
| B (1-10 miles)  | \$0.04 | Init.min.  |                |        |                     |         |
| C (11-16 miles, existing LCA described in A3.6 greater than 16 miles, and calls to county seat greater than 16 miles) | \$0.02 | Add'l min. |                |        |                     |         |
|   | \$0.06 | Init.min.  |                |        |                     |         |
| D (17-30 miles)   | \$0.04 | Add'l min. |                |        |                     |         |
|   | \$0.09 | Init.min.  |                |        |                     |         |
|   | \$0.07 | Add'l min. |                |        |                     |         |
| E (31-55 miles Biloxi LATA)   | \$0.09 | Init.min.  |                |        |                     |         |
|   | \$0.07 | Add'l min. |                |        |                     |         |
| F (31-55 miles Jackson LATA)  | \$0.12 | Init.min.  |                |        |                     |         |
|   | \$0.10 | Add'l min. |                |        |                     |         |
| G (56-85 miles Biloxi LATA)   | \$0.18 | Init.min.  |                |        |                     |         |
|   | \$0.14 | Add'l min. |                |        |                     |         |

| Tennessee          |         |     |
|--------------------|---------|-----|
| Rate Elements      | Rates   | Per |
| Monthly            |         |     |
| Residence Port     | \$4.00  |     |
| Business Port      | \$10.00 |     |
| PBX Trunk Port     | \$10.00 |     |
| Rotary Service     | \$8.50  |     |
| Usage - Mile Bands |         |     |
| A (0-16 miles)     | \$0.02  | mou |
| B (17-30 miles)    | \$0.05  | mou |
| C >30 miles        | \$0.10  | mou |

**Attachment C-18**

**Unbundled Products and Services and New Services**

**Service: Local Calling Area Boundary Guide**

**Description: Provided to ALECs to assist in deployment of numbers on their network to conform with BellSouth existing local calling area geographics.**

**State: All**

**Rate(s): No Charge**





**First Amendment**  
**to**  
**1995**  
**Agreement**

## AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 ("Amendment") is made as of September 22, 1997, to that certain Agreement dated November 12, 1996 between BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BellSouth"), and US LEC OF NORTH CAROLINA L.L.C., a North Carolina limited liability company ("US LEC-NC"), (as clarified by various communications, the "Existing Agreement").

A. The following affiliates of US LEC-NC have been organized for the purpose of becoming certified as ALECs in the following states where BellSouth has ILEC operations:

| <u>Affiliate</u>                | <u>State</u> |
|---------------------------------|--------------|
| US LEC of Tennessee L.L.C.      | Tennessee    |
| US LEC of South Carolina L.L.C. | S. Carolina  |
| US LEC of Georgia L.L.C.        | Georgia      |
| US LEC of Florida Inc.          | Florida      |

B. US LEC-NC and BellSouth desire to extend the Existing Agreement and admit US LEC of Tennessee L.L.C., a Delaware limited liability company ("US LEC-TN"), US LEC of South Carolina L.L.C., a Delaware limited liability company ("US LEC-SC"), US LEC of Georgia L.L.C., a Delaware limited liability company ("US LEC-GA"), and US LEC of Florida, Inc., a North Carolina corporation ("US LEC-FL"), as parties to the Existing Agreement with the same rights and obligations thereunder as US LEC-NC, except as otherwise provided in this Amendment.

In consideration of the premises and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Existing Agreement is hereby amended to add each of US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL to the Existing Agreement as a party thereto and to include each of them within the definition of "party" and all of them with in the definition of "parties".

2. From and after the date of this Agreement, the term "US LEC" as used in the Existing Agreement shall refer to US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL, and any of them; it being the intent of the parties that the Existing Agreement as amended hereby shall be interpreted and construed with respect to all matters related to North Carolina such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-NC, and with respect to all matters related to Tennessee such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-TN, and with respect to all matters related to South Carolina such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-SC, with respect to all matters related to Georgia such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-GA and with respect to all matters related to Florida such that the Existing Agreement shall be construed and interpreted as being severally between BellSouth and US LEC-FL.

3. BellSouth further acknowledges and agrees that US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL shall not be jointly liable to BellSouth with respect to the performance of their respective duties and obligations under the Agreement; it being the intent that (a) each of US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL shall only be severally obligated under the Existing Agreement and severally liable to BellSouth under the Existing Agreement for its own performance thereunder and not for the performance of any of its affiliates, and (b) US LEC-TN shall have duties and obligations under the Agreement only with respect to Tennessee, US LEC-SC shall have duties and obligations under the Agreement only with respect to South Carolina, US LEC-GA shall have duties and obligations under the Agreement only with respect to Georgia, US LEC-FL shall have duties and obligations under the Agreement only with respect to Florida and US LEC-NC shall have duties and obligations under the Agreement only with respect to North Carolina and Alabama, Kentucky, Louisiana, and Mississippi.

4. The term of the Agreement shall not be extended by this Amendment, and the parties confirm that it will terminate with respect to all parties effective as of November 1, 1998.

5. The 90 day period for adopting an implementation plan shall begin on the date hereof with respect to each of US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL or, if later, the date on which the applicable entity has filed its application for certification as an ALEC with the appropriate state commissioner.

6. The address for notices in Article XXVIII of the Existing Agreement for US LEC-NC may be used for US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL as well as for US LEC-NC.

7. Terms beginning with capital letters which are not otherwise defined in this Amendment shall be interpreted and construed with the same definition(s) and meaning(s) as set forth in the Existing Agreement.

8. BellSouth acknowledges that that US LEC-NC, US LEC-TN, US LEC-SC and US LEC-GA may be reorganized as corporations by merging such entities with corporations organized under Delaware or North Carolina law, and hereby agrees that such mergers shall not effect the Existing Agreement as modified by this Amendment so long as the surviving entities in such mergers shall be controlled by US LEC L.L.C. or its successor by merger. US LEC-NC shall notify BellSouth promptly following each such merger of the name of the successor entity and its state of incorporation.

9. In all other respects, the terms and conditions of the Existing Agreement shall remain in full force and effect.

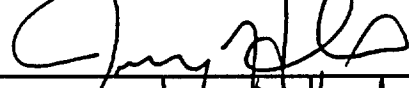
10. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11. This Amendment contains the final, complete and exclusive statement of the agreements between the parties relating to the amendment of the Existing Agreement contemplated by this Amendment, and all prior and contemporaneous written or oral agreements relating to the extension of the Existing Agreement to US LEC-TN, US LEC-SC, US LEC-GA and/or US LEC-FL are merged herein and superseded.

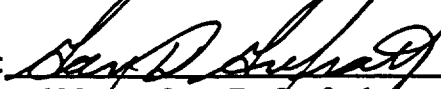
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals as of the date first set forth above, and by executing this Amendment each of US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL agree to be bound by the terms of the Existing Agreement, as amended by this Amendment, effective as of the date hereof.


BellSouth TELECOMMUNICATIONS, INC.

By:   
Printed Name: Jeffrey D. Henderson  
Title: Director

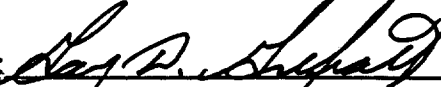
US LEC OF NORTH CAROLINA L.L.C.

By:   
Printed Name: Gary D. Grefrath  
Title: Executive Vice President,  
Regulatory & Administration

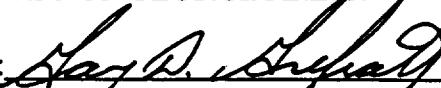
US LEC OF TENNESSEE L.L.C.

By:   
Printed Name: Gary D. Grefrath  
Title: Executive Vice President,  
Regulatory & Administration


US LEC OF SOUTH CAROLINA L.L.C.

By:   
Printed Name: Gary D. Grefrath  
Title: Executive Vice President,  
Regulatory & Administration

US LEC OF GEORGIA L.L.C.

By:   
Printed Name: Gary D. Grefrath  
Title: Executive Vice President,  
Regulatory & Administration

US LEC OF FLORIDA INC.

By:   
Printed Name: Gary D. Grefrath  
Title: Executive Vice President,  
Regulatory & Administration

**Second Amendment**

**to**

**1996**

**Agreement**

## SECOND AMENDMENT

TO

THE INTERCONNECTION AGREEMENT BETWEEN  
US LEC OF NORTH CAROLINA L.L.C.

AND

BELLSOUTH TELECOMMUNICATIONS, INC.

DATED NOVEMBER 12, 1996

Pursuant to this Agreement (the "Second Amendment"), US LEC of North Carolina L.L.C. ("US LEC") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties", hereby agree to amend that Interconnection Agreement between the Parties dated November 12, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that the applicable rates referenced in Attachment "D" to the Interconnection Agreement, shall be modified by deleting the references to Tennessee wholesale discounts of 11% for residence customers and 9% for business customers. The Parties further agree that the resale restrictions set forth in Attachment "D" to the Interconnection Agreement shall not apply to the Parties' resale arrangements in Tennessee.

2. The Parties agree that the wholesale discounts, and terms relating to those discounts, set forth in Exhibit A, which is incorporated herein by reference, shall apply to resale arrangements in Tennessee between the Parties. The Parties further agree that the only restrictions on resale shall be those set forth in the Second and Final Order of the Arbitrators in the AT&T/MCI interconnection arbitrations, Docket Numbers 96-01152 and 96-01271 (the "Arbitrations"). (See pp. 13-18 of Second and Final Order dated January 23, 1997, attached hereto as Exhibit B.)

3. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect. Nothing in this Second Amendment shall in any way limit US LEC's ability to select and substitute more favorable rates or terms pursuant to the terms of Section XXI, entitled More Favorable Provisions, of the Interconnection Agreement.

4. The Parties acknowledge that the terms of this Second Amendment were established as a result of orders of the Tennessee Regulatory Authority ("TRA") in the Arbitrations. The Parties agree that execution of this Amendment and its submission to the TRA



Arbitrations, and to the extent US LEC intervenes in the Arbitrations, execution of this Second Amendment and its submission to the TRA is made without prejudice to the rights of US LEC to challenge any decision of the TRA in the Arbitrations. The parties further agree to conform this Second Amendment to any subsequent order of the TRA relating to any of the rates, terms and conditions affected by this Second Amendment.

5. The Parties further agree that either or both of the Parties is authorized to submit this Second Amendment to the TRA or other regulatory body having jurisdiction over the subject matter of this Second Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their respective duly authorized representatives on the date indicated below.

US LEC OF NORTH CAROLINA, LLC

BELLSOUTH TELECOMMUNICATIONS,  
INC.

By:



By:

\_\_\_\_\_

DATE:

2-6-98

DATE:

\_\_\_\_\_

**WHOLESALE DISCOUNTS**

**STATE: Tennessee**

|                  | <b>Residence</b> | <b>Business</b> |
|------------------|------------------|-----------------|
| <b>Tennessee</b> | <b>16%</b>       | <b>16%</b>      |

The Wholesale Discount is set as a percentage off of the tariffed rates. If US LEC provides its own operator services and directory assistance services, the discount shall be 21.56%.

**ISSUE 1: WHAT SERVICES PROVIDED BY BELL SOUTH, IF ANY, SHOULD BE EXCLUDED FROM RESALE?<sup>15</sup>**

**COMMENTS AND DISCUSSION:**

On November 14, 1996, the Arbitrators ordered that all services provided by BellSouth, with the exception of short-term promotions, as that term is defined below, should be made available for resale, including specifically, but without limiting the foregoing, long-term promotions, as that term is defined below, LifeLine Services, Link-Up Services, grandfathered or obsoleted services, 911 Services, contract service arrangements, and state-specific discount plans. In other words, the Arbitrators answered the question presented, by a unanimous vote, as follows: that no service provided by BellSouth shall be excluded from resale, except short-term promotions.

With regard to the resale of 911 Services, each of the Arbitrators recognized the importance of the service and that 911 boards should not be excluded from the benefits which may be derived from competition. They cautioned not only those subject to the provisions of any order of arbitration award, but also the 911 boards in the State of Tennessee, to preserve, protect, and verify that the effectiveness and integrity of the emergency systems will not be harmed if they choose to change telecommunications carriers.

Finally, Director Malone added that restrictions on cross-class selling are permissible restrictions on the services available for resale.<sup>16</sup>

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<sup>15</sup> The motion was made by Chairman Greer and amended by Director Malone. The motion, as amended, was seconded by Director Malone and passed unanimously.

<sup>16</sup> This matter was also covered in the motion made by Director Kyle in Issue 2. Both the amendment which Director Malone made to the motion of Chairman Greer in Issue 1 and the motion of Director Kyle in Issue 2 passed unanimously. The order on this aspect has been reduced to writing in Paragraph 13.

On December 3, 1996, the Arbitrators voted unanimously to adopt the language proposed by BellSouth with regard to contract service arrangements, nonrecurring charges, and inside wire maintenance.<sup>17</sup>

**ORDERED:**

8. That all services provided by BellSouth, with the exception of short-term promotions, as that term is defined below, should be, and hereby are, made available by BellSouth for resale to AT&T and MCI.

9. That the following terms and conditions on short-term and long-term promotions are reasonable and necessary, and shall be implemented:

a. Short-term promotions be, and hereby are, defined as those promotions that are offered for a ninety (90) day period or less, and which are not offered on a consecutive basis:

b. Long-term promotions be, and hereby are, defined as those promotions that are offered for more than ninety (90) days;

c. In order to prohibit any abuse or potential abuse of the provision that short-term promotions are not available for resale, BellSouth may not offer a series of the same or substantially similar short-term promotions;

d. Long-term promotions may be obtained by AT&T or MCI at one of the following rates:

(1) the stated tariff rate, less the wholesale discount;

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<sup>17</sup> Chairman Greer made the motion on the Final Best Offer. It was seconded by Director Kyle and unanimously approved.

(2) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate);

e. When AT&T or MCI obtains a long-term promotional offering at the promotional rate, they will only be permitted to obtain the promotional rate for the period that the promotion is offered by BellSouth. At the time the promotion ends, if AT&T or MCI chooses to continue obtaining the applicable service, they must obtain that service at the stated tariff rate, less the wholesale discount;

f. AT&T and MCI can only offer a promotional rate for a service obtained subject to the provisions of this Paragraph 8 to customers who would have qualified for the promotional rate if the service were being offered by BellSouth;

g. Any benefit of the promotion must be realized within the time period of the promotion and BellSouth may not use promotional offerings to evade the wholesale obligation. If AT&T or MCI believes that such abuse is occurring, they may file a petition with the Authority challenging the promotion and, if such petitions are many in number, the Directors of the Authority may contemplate the establishment of specific rules governing promotional discounts, which may include, not only the provisions listed above, but also additional rules or, in the alternative, the Directors may consider making all promotions available for resale.

10. That the following terms and conditions on the resale of LifeLine Services are reasonable and necessary, and shall be implemented:

a. AT&T and MCI shall only offer LifeLine Service to customers who meet the qualifications outlined in the "means test";

b. LifeLine Services and rates shall be offered by AT&T or MCI in a manner similar to the manner in which LifeLine Services are offered in the market today, that is through a discount to BellSouth's Message Rate Service, General Subscriber Tariff A3.2.4;<sup>18</sup>

c. AT&T and MCI shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. AT&T and MCI must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides;

d. The maximum rate which AT&T and MCI may charge for LifeLine Service shall be capped at the retail flat rate offered by BellSouth;

e. BellSouth shall charge the federally-mandated Subscriber Line Charge (currently \$3.50) to AT&T and MCI;<sup>19</sup>

f. AT&T and MCI are required to waive the Subscriber Line Charge for the end-user;

g. AT&T and MCI are responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association's interstate toll settlement pool just as BellSouth does today.

11. That the following terms and conditions on the resale of Link-Up Service are reasonable and necessary, and shall be implemented:

a. AT&T and MCI may offer Link-Up Service only to those customers who meet the qualifications outlined in the "means test";

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<sup>18</sup> However, if a competitor has a proposal that it believes is just and reasonable, the competitor may file the proposal with the Authority for consideration.

<sup>19</sup> See FCC Report and Order, Paragraph 963.

b. AT&T and MCI must further discount the Link-Up Service by at least the percentage that is now offered by BellSouth;

c. AT&T and MCI are responsible for recouping the additional discount in the same manner as BellSouth does today.

12. That AT&T and MCI may only offer grandfathered services to customers or subscribers who have already been grandfathered. Grandfathered services may not be resold to a new or different group of customers or subscribers.

13. That, while BellSouth has been ordered to make 911 Services available for resale, AT&T and MCI are cautioned to preserve the integrity of 911 Services.

14. That the Final Best Offer proposed by BellSouth with regard to contract service arrangements, nonrecurring services, and inside wire maintenance, attached hereto as Exhibit "A" and made a part hereof by reference, be, and hereby is, approved and adopted by the Arbitrators.

**ISSUE 2: WHAT TERMS AND CONDITIONS, INCLUDING USE AND USER RESTRICTIONS, IF ANY, SHOULD BE APPLIED TO RESALE OF BELL SOUTH SERVICES?<sup>20</sup>**

**COMMENTS AND DISCUSSION:**

On November 14, 1996, the Arbitrators answered the question presented by unanimous vote. Director Kyle, in making the motion, stated that in light of the FCC's referring to limitations as "presumptively unreasonable," she wished to adopt only the restrictions stated in the FCC Report and Order, i.e., no resale of access, no resale to independent pay phone providers, and no cross-class selling.<sup>21</sup> Chairman Greer stated that he concurred with Director Kyle's motion, but wanted to amend it by adding that AT&T and MCI must resell services in compliance with the applicable terms and conditions in BellSouth's retail tariffs. Director Malone further stated that the applicable terms and conditions in the tariffs must be just, reasonable, and nondiscriminatory as required by the Act.

On December 3, 1996, the Arbitrators ordered that the contract language negotiated by and between BellSouth and AT&T to comply with the Arbitrators' First Order and to resolve any remaining unresolved issues under Issue 2 shall also be used by MCI and BellSouth in their Interconnection Agreement.<sup>22</sup>

**ORDERED:**

15. That no terms and conditions, including use and user restrictions, will be applicable to the resale of BellSouth services, except for:

---

<sup>20</sup> Motion was made by Director Kyle and amended by Chairman Greer with comments by Director Malone. The motion, as amended, was seconded by Chairman Greer and was passed by unanimous vote of the Arbitrators.

<sup>21</sup> See FCC Report and Order, Paragraphs 871, 872, 873, 874, 875, 876, and 877, based upon the Act at Section 251 (c)(4).

<sup>22</sup> Director Malone's motion on December 3, 1996, was seconded by Chairman Greer and was passed by the unanimous vote of the Arbitrators.



a. the terms and conditions listed above in Paragraphs 9, 10, 11, 12 and 13;

b. a restriction on the resale of access;

c. a restriction on the resale to independent pay phone providers;

d. a restriction on cross-class selling; and

e. reasonable, non-discriminatory, and narrowly tailored terms,

conditions, and limitations in the underlying BellSouth tariffs.

16. That the contract language negotiated by and between BellSouth and AT&T to comply with the Arbitrators' First Order and to resolve any remaining unresolved issues under Issue 2 shall also be used by MCI and BellSouth in their Interconnection Agreement.

**Opt-In**

*Agreement*

## AGREEMENT

This Agreement, which shall become effective as of the 1st day of November, 1998 upon the expiration of that certain Agreement dated November 12, 1996, as amended (the "Existing Agreement"), between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and US LEC of North Carolina L.L.C., a North Carolina limited liability company ("US LEC-NC"), is entered into on June 26, 1998 by and among US LEC-NC, US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL") (US LEC-NC, US LEC-TN, US LEC-SC, US LEC-GA and US LEC-FL are referred to herein, collectively as "US LEC") and BellSouth, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, each on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1997; and

WHEREAS, section 252(l) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS, BellSouth and US LEC have not been able to reach agreement on the terms of the renewal of the Existing Agreement; and

WHEREAS, US LEC has requested that BellSouth make available the interconnection agreement executed between BellSouth and ALEC, Inc. dated June 15, 1997 (the "Interconnection Agreement") for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, US LEC and BellSouth hereby agree as follows:

1. US LEC and BellSouth shall adopt the Interconnection Agreement in its entirety, along with any and all amendments to the Interconnection Agreement executed and approved by the appropriate state regulatory commission on or prior to the date of the execution of this Agreement. BellSouth represents that a true and complete copy of the Interconnection Agreement together with any amendments thereto (if any) is attached hereto as Exhibit 1. BellSouth further represents that the Interconnection Agreement in the form attached hereto as Exhibit 1 has been approved by the appropriate state regulatory body in each of the states identified above.

2. For the purposes of determining the expiration date pursuant to section III of the Interconnection Agreement, section III(A) shall remain unchanged; accordingly, the expiration date shall be June 15, 1999. For purposes of clarity, the Existing Agreement shall remain in full force and effect until November 1, 1998 and the adoption of this Interconnection Agreement

shall take effect beginning immediately after the expiration of the Existing Agreement on November 1, 1998 and shall continue until June 15, 1999

3. At least 30 days after execution, BellSouth shall provide and make available to US LEC a copy of all amendments to the Interconnection Agreement which are executed by BellSouth and ALEC, Inc. after the effective date of this Agreement. US LEC-NC shall notify BellSouth of acceptance or rejection of such amendment on behalf of any or all US LEC entities within 30 days of receipt of said amendment. Unless US LEC-NC so notifies BellSouth, any such amendments shall not be binding on any US LEC entity.

4. Notwithstanding the notice provisions of the Interconnection Agreement, all notices required to be given or which may be given under this Agreement or the Interconnection Agreement shall be in writing, and shall be deemed to have been duly given (a) when personally delivered, provided evidence of delivery is obtained, (b) two (2) business days after the day on which the same has been delivered prepaid to a national courier service providing evidence of delivery, or (c) three (3) business days after the deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to the party to whom such notice is being given as follows:

BellSouth Telecommunications, Inc.

CLEC Account Team  
19<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

US LEC (or any US LEC entity)  
Until July 20, 1998:  
212 South Tryon Street, Suite 1540  
Charlotte, North Carolina 28281  
Attn: Executive Vice President -  
Regulatory & Administration

After July 20, 1998:  
US LEC Corp.  
US LEC of North Carolina Inc.  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202  
Attn: Executive Vice President -  
Regulatory & Administration

06/27/98 08:18  
FROM: US LEC

FAX NO. 1 783191345

NO. 024 P004/004  
06-26-98 02:17P P.84

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

5. BellSouth acknowledges that that US LEC-NC may be reorganized as a corporation by merging with a corporation organized under Delaware or North Carolina law, and hereby agrees that any such merger shall not effect the Interconnection Agreement or this Agreement so long as the surviving entity shall be controlled by US LEC Corp. US LEC-NC shall notify BellSouth promptly following any such merger of the name of the successor entity and its state of incorporation.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7. This Agreement contains the final, complete and exclusive statement of the agreements between the parties relating to the adoption of the Interconnection Agreement contemplated by this Agreement, and all prior and contemporaneous written or oral agreements relating to the adoption of the Interconnection Agreement are merged herein and superseded.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives as of June 26, 1998.

BellSouth Telecommunications, Inc.

By: *Susan H. Hendrix*  
Name: *Susan Hendrix*  
Title: *Director*

US LEC of North Carolina L.L.C.  
US LEC of Tennessee Inc.  
US LEC of South Carolina Inc.  
US LEC of Georgia Inc.  
US LEC of Florida Inc.

By: *Gary D. Grefrath*  
Name: Gary D. Grefrath  
Title: Executive Vice President -  
Regulatory and Administration

**First Amendment**  
**to**  
**Opt-In**  
**Agreement**

**First Amendment to Agreement between  
US LEC and BellSouth Telecommunications, Inc.**

This Amendment No. 1 ("First Amendment") is made effective as of November 14, 1998, to that certain Agreement entered into on June 26, 1998 between BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation ("BellSouth"), and US LEC OF NORTH CAROLINA INC., a North Carolina corporation and the successor of US LEC of North Carolina L.L.C. ("US LEC-NC"), US LEC OF TENNESSEE INC., a Delaware corporation ("US LEC-TN"), US LEC OF SOUTH CAROLINA INC., a Delaware corporation ("US LEC-SC"), US LEC OF GEORGIA INC., a Delaware corporation ("US LEC-GA"), and US LEC OF FLORIDA INC., a North Carolina corporation ("US LEC-FL") (collectively, "US LEC") (the "Existing Agreement").

A. The following affiliate of US LEC has been organized for the purpose of becoming certified as an ALEC in the following states where BellSouth has ILEC operations:

| <u>Affiliate</u>       | <u>State</u> |
|------------------------|--------------|
| US LEC of Alabama Inc. | Alabama      |

B. US LEC and BellSouth desire to extend the Existing Agreement and admit US LEC of Alabama Inc., a North Carolina corporation ("US LEC-AL"), as a party to the Existing Agreement with the same rights and obligations thereunder as each US LEC affiliate.

In consideration of the premises and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Existing Agreement is hereby amended to add US LEC-AL to the Existing Agreement as a party thereto and to include US LEC-AL within the definition of "party".
2. From and after the date of this Agreement, the term "US LEC" as used in the Existing Agreement shall refer collectively to US LEC-NC, US LEC-GA, US LEC-TN, US LEC-FL, US LEC-SC and US LEC-AL.
3. Terms beginning with capital letters which are not otherwise defined in this Amendment shall be interpreted and construed with the same definition(s) and meaning(s) as set forth in the Existing Agreement.
4. In all other respects, the terms and conditions of the Existing Agreement shall remain in full force and effect.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

6. This Amendment contains the final, complete and exclusive statement of the agreements between the parties relating to the amendment of the Existing Agreement contemplated by this Amendment, and all prior and contemporaneous written or oral agreements relating to the addition of US LEC-AL are merged herein and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate originals as of the date first set forth above, and by executing this Amendment US LEC-AL agrees to be bound by the terms of the Existing Agreement, as amended by this Amendment, effective as of the date hereof.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Printed Name: Jerry Hendrix

Title: Director - Interconnection Service

DATE: November 24, 1998

US LEC OF NORTH CAROLINA INC.

US LEC OF TENNESSEE INC.

US LEC OF SOUTH CAROLINA INC.

US LEC OF GEORGIA INC.

US LEC OF FLORIDA INC.

US LEC OF ALABAMA INC.

By:  11-2-98

Printed Name: Aaron D. Cowell, Jr.

Title: Executive Vice President and General Counsel



**Second Amendment**  
**to**  
**Opt-In**  
**Agreement**

**Second Amendment to Agreement between  
US LEC and BellSouth Telecommunications, Inc.  
Dated June 26, 1998**

This Amendment No.2 ("Second Amendment") is made effective as of the December 7, 1998, to that certain Agreement entered into on June 26, 1998, as amended on November 14, 1998 ("the Existing Agreement"), between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and US LEC of North Carolina Inc. a North Carolina corporation ("US LEC-NC"), US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL"), and US LEC of Alabama Inc., a North Carolina corporation (US LEC-AL") (collectively, "US LEC"). This Second Amendment may refer to either BellSouth or US LEC or both as a "Party" or "Parties".

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged US LEC and BellSouth hereby covenant and agree as follows:

1. The retail charges for non-consecutive DID numbers in the state of Tennessee are as provided in Exhibit 1, incorporated herein by this reference.
2. Either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. This Amendment shall remain effective only for the remaining months of the existing Agreement, which existing Agreement shall expire on June 15, 1999.
4. All other provisions of the existing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment, to be executed by their respective duly authorized representatives on the date indicated below.

**BellSouth Telecommunications, Inc.**

By: 

Printed Name: Jerry Hendrix

Title: Director - Interconnection Services

Date: 12/23/98

**US LEC of Tennessee Inc.**

By: 

Printed Name: Aaron D. Cowell, Jr.

Title: Executive Vice President and  
General Counsel

Date: 12/19/98

**Second Amendment to Agreement between  
US LEC and BellSouth Telecommunications, Inc.**

**EXHIBIT 1**

**US LEC TN98-6630-00**

Scope Description:      Non-consecutive DID numbers

Scope of Work:          This Special Service Arrangement provides groups of 20 non-consecutive Direct Inward Dial numbers for established DID Service in Tennessee.

| <b>Rate Elements</b>   | <b>Non-Recurring</b> | <b>Recurring</b> |
|--|----------------------|------------------|
| <b>Tennessee</b>   |                      |                  |
| 1. Service Establishment Fee   | \$630.00             | \$.00            |
| 2. Each additional group of 20 non-Consecutive DID numbers, per DID Number (Notes 1-3) | \$1.25               | \$.17            |

**NOTES:**

1. This service is only available in groups of 20 non-consecutive DID numbers.
2. Rates and charges for PBX Service and DID trunk terminations as specified in sections A3, A4, and A12.7 of the General Subscriber Services Tariff (GSST) and in addition to the rates and charges contained herein.
3. This service is in lieu of rates and charges for tariff USOC NDV reflected in Section A12.7 of the GSST.

**Third Amendment**  
**to**  
**Opt-In**  
**Agreement**

**Third Amendment to Agreement between  
US LEC  
and  
BellSouth Telecommunications, Inc.**

**COPY**

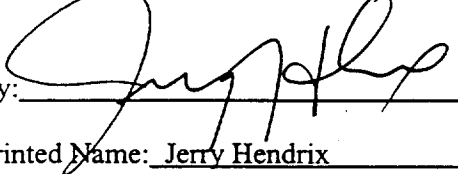
This Amendment ("Third Amendment") is made effective as of January 11, 1999 to that certain Agreement entered into on June 26, 1998, as amended on November 14, 1998 and December 23, 1998 ("the Existing Agreement"), between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth"), and US LEC of North Carolina Inc., a North Carolina corporation ("US LEC-NC"), US LEC of Tennessee Inc., a Delaware corporation ("US LEC-TN"), US LEC of South Carolina Inc., a Delaware corporation ("US LEC-SC"), US LEC of Georgia Inc., a Delaware corporation ("US LEC-GA"), US LEC of Florida Inc., a North Carolina corporation ("US LEC-FL"), and US LEC of Alabama Inc., a North Carolina corporation (US LEC-AL") (collectively, "US LEC"). This Third Amendment may refer to either BellSouth or US LEC or both as a "Party" or "Parties".

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged US LEC and BellSouth hereby covenant and agree as follows:

1. The charges for Interexchange Traffic separation in the state of Florida are as provided in Exhibit 1, incorporated herein by this reference.
2. Either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. This Amendment shall remain effective only for the remaining months of the existing Agreement, which existing Agreement shall expire on June 15, 1999.
4. All other provisions of the existing Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment, to be executed by their respective duly authorized representatives on the date indicated below.

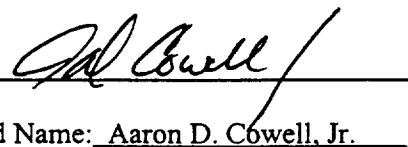
**BellSouth Telecommunications, Inc.**

By:   
Printed Name: Jerry Hendrix

Title: Director - Interconnection Services

Date: 2/16/99

**US LEC of Florida Inc.**

By:   
Printed Name: Aaron D. Cowell, Jr.

Title: Executive Vice President and  
General Counsel

Date: 2-9-99

**Third Amendment to Agreement between  
US LEC  
and  
BellSouth Telecommunications, Inc.**

**EXHIBIT 1**

**US LEC SE98-4374-00**

**Scope Description:** Interexchange Traffic Separation

**Scope of Work:** This Special Service Arrangement provides Interexchange Traffic Separation in the state of Florida. The quote as indicated below represents the second phase of a three- phase process.

| <b>Rate Elements</b>  | <b>Non-Recurring</b> | <b>Recurring</b> |
|---|----------------------|------------------|
| <b>Florida</b>  |                      |                  |
| 1. Detail Quote Charge (per request)  | \$281.00             | \$0.00           |
| 2. Separate Interexchange traffic from other transient traffic in a 5ESS switch (per switch)        | \$355.00             | \$0.00           |
| 3. Separate Interexchange traffic from other Transient traffic in a DMS 100/200 switch (per switch) | \$180.00             | \$0.00           |

**NOTES:**

All applicable rates and regulations for DS1 trunk service, as set forth in Section E6 of the Access Services Tariff, are applicable in addition to the rates and regulations contained in this Special Assembly.

**Interconnection**

**Agreement**

**BellSouth and ALEC, Inc.**





**ATTACHMENT A**

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## ATTACHMENT "D"

### APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

| <u>STATE</u>   | <u>RESIDENCE</u> | DISCOUNT | <u>BUSINESS</u> |
|----------------|------------------|----------|-----------------|
| ALABAMA        | 10%              |          | 10%             |
| FLORIDA        | 18%              |          | 12%             |
| GEORGIA        | 20.3%            |          | 17.3%           |
| KENTUCKY       | 10%              |          | 8%              |
| LOUISIANA*     | 20.72%           |          | 20.72%          |
| MISSISSIPPI    | 9%               |          | 8%              |
| NORTH CAROLINA | 12%              |          | 9%              |
| SOUTH CAROLINA | 10%              |          | 9%              |
| TENNESSEE**    | 16%              |          | 16%             |

\* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

\*\* The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

**Attachment B-1**  
**Local Interconnection Service**

**Service: Local Interconnection\***

**Description:** Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and Intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

| State(s):                     | Alabama              |             |                    |             |                     |             | Florida              |             |                    |             |                     |             |
|-------------------------------|----------------------|-------------|--------------------|-------------|---------------------|-------------|----------------------|-------------|--------------------|-------------|---------------------|-------------|
| RATE ELEMENTS                 | Per MOU              | Applied Per | Monthly Recur.     | Applied Per | Non- Recur.         | Applied Per | Per MOU              | Applied Per | Monthly Recur.     | Applied Per | Non- Recur.         | Applied Per |
| OS1 Local Channel             | -                    | -           | \$133.81 LC        | -           | \$866.97 LC - First | -           | -                    | -           | \$133.81 LC        | -           | \$866.97 LC - First | -           |
| OS1 Dedicated Transport       | -                    | -           | \$23.50 per mile   | -           | \$486.83 LC - Add'l | -           | -                    | -           | \$16.75 per mile   | -           | \$486.83 LC - Add'l | -           |
| OS1 Common Transport          | \$0.00004 per mile   | -           | \$90.00 fac. term. | -           | \$100.49 fac. term. | -           | \$0.00004 per mile   | -           | \$59.75 fac. term. | -           | \$100.49 fac. term. | -           |
| Local Switching LS2 (FGD)     | \$0.00036 fac. term. | -           | -                  | -           | -                   | -           | \$0.00036 fac. term. | -           | -                  | -           | -                   | -           |
| Tandem Switching              | \$0.00755 access mou | -           | -                  | -           | -                   | -           | \$0.00676 access mou | -           | -                  | -           | -                   | -           |
| Information Surcharge         | \$0.00074 access mou | -           | -                  | -           | -                   | -           | \$0.00050 access mou | -           | -                  | -           | -                   | -           |
| Tandem Intermediary Charge**  | \$0.002 access mou   | -           | -                  | -           | -                   | -           | \$0.002 access mou   | -           | -                  | -           | -                   | -           |
| Composite Rate-OS1 Dedicated  | \$0.00978            | -           | -                  | -           | -                   | -           | \$0.01028            | -           | -                  | -           | -                   | -           |
| Composite Rate-OS1 Tandem Sw. | \$0.00991            | -           | -                  | -           | -                   | -           | \$0.01056            | -           | -                  | -           | -                   | -           |

| State(s):                     | Georgia              |             |                    |             |                     |             | Kentucky                |             |                    |             |                     |             |
|-------------------------------|----------------------|-------------|--------------------|-------------|---------------------|-------------|-------------------------|-------------|--------------------|-------------|---------------------|-------------|
| RATE ELEMENTS                 | Per MOU              | Applied Per | Monthly Recur.     | Applied Per | Non- Recur.         | Applied Per | Per MOU                 | Applied Per | Monthly Recur.     | Applied Per | Non- Recur.         | Applied Per |
| OS1 Local Channel             | -                    | -           | \$133.81 LC        | -           | \$866.97 LC - First | -           | -                       | -           | \$133.81 LC        | -           | \$866.97 LC - First | -           |
| OS1 Dedicated Transport       | -                    | -           | \$23.50 per mile   | -           | \$486.83 LC - Add'l | -           | -                       | -           | \$23.50 per mile   | -           | \$486.83 LC - Add'l | -           |
| OS1 Common Transport          | \$0.00004 per mile   | -           | \$90.00 fac. term. | -           | \$100.49 fac. term. | -           | \$0.00004 per mile      | -           | \$90.00 fac. term. | -           | \$100.49 fac. term. | -           |
| Local Switching LS2 (FGD)     | \$0.00036 fac. term. | -           | -                  | -           | -                   | -           | \$0.00036 fac. term.    | -           | -                  | -           | -                   | -           |
| Tandem Switching              | \$0.00787 access mou | -           | -                  | -           | -                   | -           | \$0.00755 access mou    | -           | -                  | -           | -                   | -           |
| Information Surcharge         | \$0.00074 access mou | -           | -                  | -           | -                   | -           | \$0.00074 access mou    | -           | -                  | -           | -                   | -           |
| Tandem Intermediary Charge**  | \$0.002 access mou   | -           | -                  | -           | -                   | -           | \$0.03218 Trans/100 mou | -           | -                  | -           | -                   | -           |
|                               |                      |             |                    |             |                     |             | \$0.01448 Trans/100 mou | -           | -                  | -           | -                   | -           |
|                               |                      |             |                    |             |                     |             | \$0.002 access mou      | -           | -                  | -           | -                   | -           |
| Composite Rate-OS1 Dedicated  | \$0.00978            | -           | -                  | -           | -                   | -           | \$0.00978               | -           | -                  | -           | -                   | -           |
| Composite Rate-OS1 Tandem Sw. | \$0.00991            | -           | -                  | -           | -                   | -           | \$0.00991               | -           | -                  | -           | -                   | -           |

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-OS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-OS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each OS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

**Attachment B-1**  
**Local Interconnection Service**

Service: Local Interconnection\* (Cont'd)

| State(s):                     |           | Louisiana   |                  |             |            |             |  | Mississippi |             |                  |             |            |             |
|-------------------------------|-----------|-------------|------------------|-------------|------------|-------------|--|-------------|-------------|------------------|-------------|------------|-------------|
| RATE ELEMENTS                 | Per MOU   | Applied Per | Monthly Recur.   | Applied Per | Non-Recur. | Applied Per |  | Per MOU     | Applied Per | Monthly Recur.   | Applied Per | Non-Recur. | Applied Per |
| DS1 Local Channel             | -         | -           | \$133.81         | LC          | \$866.97   | LC - First  |  | -           | -           | \$133.81         | LC          | \$866.97   | LC - First  |
| DS1 Dedicated Transport       | -         | -           | \$16.75 per mile |             | \$486.83   | LC - Add'l  |  | -           | -           | \$23.50 per mile |             | \$486.83   | LC - Add'l  |
| DS1 Common Transport          | \$0.00004 | per mile    | \$59.75          | fac. term.  | \$100.49   | fac. term.  |  | \$0.00004   | per mile    | \$90.00          | fac. term.  | \$100.49   | fac. term.  |
| Local Switching LS2 (FGD)     | \$0.00036 | fac. term.  | -                | -           | -          | -           |  | \$0.00036   | fac. term.  | -                | -           | -          | -           |
| Tandem Switching              | \$0.00869 | access mou  | -                | -           | -          | -           |  | \$0.00787   | access mou  | -                | -           | -          | -           |
| Information Surcharge         | \$0.00050 | access mou  | -                | -           | -          | -           |  | \$0.00074   | access mou  | -                | -           | -          | -           |
| Tandem Intermediary Charge**  | \$0.002   | access mou  | -                | -           | -          | -           |  | \$0.002     | access mou  | -                | -           | -          | -           |
| Composite Rate-DS1 Dedicated  | \$0.01021 |             |                  |             |            |             |  | \$0.00978   |             |                  |             |            |             |
| Composite Rate-DS1 Tandem Sw. | \$0.01049 |             |                  |             |            |             |  | \$0.00991   |             |                  |             |            |             |

| State(s):                     |           | N.Carolina  |                  |             |            |             |  | S.Carolina |             |                  |             |            |             |
|-------------------------------|-----------|-------------|------------------|-------------|------------|-------------|--|------------|-------------|------------------|-------------|------------|-------------|
| RATE ELEMENTS                 | Per MOU   | Applied Per | Monthly Recur.   | Applied Per | Non-Recur. | Applied Per |  | Per MOU    | Applied Per | Monthly Recur.   | Applied Per | Non-Recur. | Applied Per |
| DS1 Local Channel             | -         | -           | \$133.81         | LC          | \$866.97   | LC - First  |  | -          | -           | \$133.81         | LC          | \$866.97   | LC - First  |
| DS1 Dedicated Transport       | -         | -           | \$23.50 per mile |             | \$486.83   | LC - Add'l  |  | -          | -           | \$23.50 per mile |             | \$486.83   | LC - Add'l  |
| DS1 Common Transport          | \$0.00004 | per mile    | \$90.00          | fac. term.  | \$100.49   | fac. term.  |  | \$0.00004  | per mile    | \$90.00          | fac. term.  | \$100.49   | fac. term.  |
| Local Switching LS2 (FGD)     | \$0.00036 | fac. term.  | -                | -           | -          | -           |  | \$0.00036  | fac. term.  | -                | -           | -          | -           |
| Tandem Switching              | \$0.01140 | access mou  | -                | -           | -          | -           |  | \$0.01095  | access mou  | -                | -           | -          | -           |
| Information Surcharge         | \$0.00074 | access mou  | -                | -           | -          | -           |  | \$0.00074  | access mou  | -                | -           | -          | -           |
| Tandem Intermediary Charge**  | \$0.002   | access mou  | -                | -           | -          | -           |  | \$0.03741  | 100 mou     | -                | -           | -          | -           |
| Composite Rate-DS1 Dedicated  | \$0.01331 |             |                  |             |            |             |  | \$0.01323  |             |                  |             |            |             |
| Composite Rate-DS1 Tandem Sw. | \$0.01344 |             |                  |             |            |             |  | \$0.01336  |             |                  |             |            |             |

| State(s):                     |           | Tennessee   |                  |             |            |             |  |
|-------------------------------|-----------|-------------|------------------|-------------|------------|-------------|--|
| RATE ELEMENTS                 | Per MOU   | Applied Per | Monthly Recur.   | Applied Per | Non-Recur. | Applied Per |  |
| DS1 Local Channel             | -         | -           | \$133.81         | LC          | \$866.97   | LC - First  |  |
| DS1 Dedicated Transport       | -         | -           | \$23.50 per mile |             | \$486.83   | LC - Add'l  |  |
| DS1 Common Transport          | \$0.00004 | per mile    | \$90.00          | fac. term.  | \$100.49   | fac. term.  |  |
| Local Switching LS2 (FGD)     | \$0.00036 | fac. term.  | -                | -           | -          | -           |  |
| Tandem Switching              | \$0.01750 | access mou  | -                | -           | -          | -           |  |
| Information Surcharge         | \$0.00074 | access mou  | -                | -           | -          | -           |  |
| Tandem Intermediary Charge**  | \$0.002   | access mou  | -                | -           | -          | -           |  |
| Composite Rate-DS1 Dedicated  | \$0.01941 |             |                  |             |            |             |  |
| Composite Rate-DS1 Tandem Sw. | \$0.01954 |             |                  |             |            |             |  |

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

## **Attachment B-2**

### **Local Interconnection Service**

#### **Service: Toll Switched Access**

**Description:** Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end office.

**State(s):** All

#### **Rates, Terms and Conditions:**

In all states, rates, terms and conditions will be applied as set forth in Sections E3 and E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Sections 3 and 6 of the BellSouth Telecommunication's, Inc. Interstate Access Tariff, F.C.C. No. 1.

## Attachment B-3

### Local Interconnection Service

#### Service: Service Provider Number Portability-Remote

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tariff. The forwarded-to number is specified by the ALEC.

SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

| State(s):   | Per Number Ported,<br>Each | Additional Capacity for<br>Simultaneous Call Forwarding,<br>per Additional Path | Per Order,<br>per end user location |
|-------------|----------------------------|---|-------------------------------------|
|             | Monthly Rate               | Monthly Rate  | Nonrecurring Charge                 |
| Alabama     | \$1.50                     | \$0.75  | \$25.00                             |
| Florida     | \$1.50 Business            | \$0.50 Business   | \$25.00 Business                    |
|             | \$1.25 Residence           | \$0.50 Residence  | \$25.00 Residence                   |
| Georgia     | \$1.75                     | \$0.75  | \$25.00                             |
| Kentucky    | \$1.50                     | \$0.75  | \$25.00                             |
| Louisiana   | \$1.50                     | \$0.75  | \$25.00                             |
| Mississippi | \$1.75                     | \$0.75  | \$25.00                             |
| N.Carolina  | \$1.50                     | \$0.75  | \$25.00                             |
| S.Carolina  | \$1.50                     | \$0.75  | \$25.00                             |
| Tennessee   | \$1.75                     | \$0.75  | \$25.00                             |

# Attachment B-4

## Local Interconnection Service

**Service:** Service Provider Number Portability-Direct Inward Dialed (DID)\*

**Description:** Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.

| State(s):                     | Alabama              |                        |                      |                           | Florida              |                        |                      |                           |
|-------------------------------|----------------------|------------------------|----------------------|---------------------------|----------------------|------------------------|----------------------|---------------------------|
| RATE ELEMENTS                 | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring    | Applied<br>Per            | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring    | Applied<br>Per            |
| Per Number Ported - Business  | \$0.01               | each                   | \$1.00               | each                      | \$0.01               | each                   | \$1.00               | each                      |
| Per Number Ported - Residence | \$0.01               | each                   | \$1.00               | each                      | \$0.01               | each                   | \$1.00               | each                      |
| Per Order                     | --                   | --                     | \$25.00              | end user<br>location      | --                   | --                     | \$25.00              | end user<br>location      |
| SPNP-DID Trunk Termination    | \$13.00              | trunk                  | \$160.00<br>\$80.00  | trunk-init.<br>trunk-sub. | \$15.00              | trunk                  | \$170.00<br>\$86.00  | trunk-init.<br>trunk-sub. |
| DS1 Local Channel**           | \$133.81             | LC                     | \$866.97<br>\$486.83 | LC - First<br>LC - Add'l  | \$133.81             | LC                     | \$866.97<br>\$486.83 | LC - First<br>LC - Add'l  |
| DS1 Dedicated Transport**     | \$23.50<br>\$90.00   | per mile<br>fac. term. | --<br>\$100.49       | --<br>fac. term.          | \$16.75<br>\$59.75   | per mile<br>fac. term. | --<br>\$100.49       | --<br>fac. term.          |

| State(s):                     | Georgia              |                        |                      |                           | Kentucky             |                        |                      |                           |
|-------------------------------|----------------------|------------------------|----------------------|---------------------------|----------------------|------------------------|----------------------|---------------------------|
| RATE ELEMENTS                 | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring    | Applied<br>Per            | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring    | Applied<br>Per            |
| Per Number Ported - Business  | \$0.01               | each                   | \$1.00               | each                      | \$0.01               | each                   | \$1.00               | each                      |
| Per Number Ported - Residence | \$0.01               | each                   | \$1.00               | each                      | \$0.01               | each                   | \$1.00               | each                      |
| Per Order                     | --                   | --                     | \$25.00              | end user<br>location      | --                   | --                     | \$25.00              | end user<br>location      |
| SPNP-DID Trunk Termination    | \$14.00              | trunk                  | \$165.00<br>\$83.00  | trunk-init.<br>trunk-sub. | \$13.00              | trunk                  | \$150.00<br>\$80.00  | trunk-init.<br>trunk-sub. |
| DS1 Local Channel**           | \$133.81             | LC                     | \$866.97<br>\$486.83 | LC - First<br>LC - Add'l  | \$133.81             | LC                     | \$866.97<br>\$486.83 | LC - First<br>LC - Add'l  |
| DS1 Dedicated Transport**     | \$23.50<br>\$90.00   | per mile<br>fac. term. | --<br>\$100.49       | --<br>fac. term.          | \$23.50<br>\$90.00   | per mile<br>fac. term. | --<br>\$100.49       | --<br>fac. term.          |

\* Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs.

\*\*May not be required if the ALEC is collocated at the ported number end office.

# Attachment B-4

## Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)\* (Cont'd)

| State(s): Louisiana           |                      |                        |                   |                                   | Mississippi          |                        |                   |                                   |
|-------------------------------|----------------------|------------------------|-------------------|-----------------------------------|----------------------|------------------------|-------------------|-----------------------------------|
| RATE ELEMENTS                 | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring | Applied<br>Per                    | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring | Applied<br>Per                    |
| Per Number Ported - Business  | \$0.01               | each                   | \$1.00            | each                              | \$0.01               | each                   | \$1.00            | each                              |
| Per Number Ported - Residence | \$0.01               | each                   | \$1.00            | each                              | \$0.01               | each                   | \$1.00            | each                              |
| Per Order                     | -                    | -                      | \$25.00           | end user<br>location              | -                    | -                      | \$25.00           | end user<br>location              |
| SPNP-DID Trunk Termination    | \$13.00              | trunk                  | \$170.00          | trunk-init.<br>\$86.00 trunk-sub. | \$13.00              | trunk                  | \$150.00          | trunk-init.<br>\$80.00 trunk-sub. |
| DS1 Local Channel**           | \$133.81             | LC                     | \$866.97          | LC - First<br>\$486.83 LC - Add'l | \$133.81             | LC                     | \$866.97          | LC - First<br>\$486.83 LC - Add'l |
| DS1 Dedicated Transport**     | \$16.75<br>\$59.75   | per mile<br>fac. term. | -<br>\$100.49     | -<br>fac. term.                   | \$23.50<br>\$90.00   | per mile<br>fac. term. | -<br>\$100.49     | -<br>fac. term.                   |

| State(s): N.Carolina          |                      |                        |                   |                                   | S.Carolina           |                        |                   |                                   |
|-------------------------------|----------------------|------------------------|-------------------|-----------------------------------|----------------------|------------------------|-------------------|-----------------------------------|
| RATE ELEMENTS                 | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring | Applied<br>Per                    | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring | Applied<br>Per                    |
| Per Number Ported - Business  | \$0.01               | each                   | \$1.00            | each                              | \$0.01               | each                   | \$1.00            | each                              |
| Per Number Ported - Residence | \$0.01               | each                   | \$1.00            | each                              | \$0.01               | each                   | \$1.00            | each                              |
| Per Order                     | -                    | -                      | \$25.00           | end user<br>location              | -                    | -                      | \$25.00           | end user<br>location              |
| SPNP-DID Trunk Termination    | \$13.00              | trunk                  | \$160.00          | trunk-init.<br>\$83.00 trunk-sub. | \$13.00              | trunk                  | \$164.00          | trunk-init.<br>\$81.00 trunk-sub. |
| DS1 Local Channel**           | \$133.81             | LC                     | \$866.97          | LC - First<br>\$486.83 LC - Add'l | \$133.81             | LC                     | \$866.97          | LC - First<br>\$486.83 LC - Add'l |
| DS1 Dedicated Transport**     | \$23.50<br>\$90.00   | per mile<br>fac. term. | -<br>\$100.49     | -<br>fac. term.                   | \$23.50<br>\$90.00   | per mile<br>fac. term. | -<br>\$100.49     | -<br>fac. term.                   |

| State(s): Tennessee           |                      |                        |                   |                                   |
|-------------------------------|----------------------|------------------------|-------------------|-----------------------------------|
| RATE ELEMENTS                 | Monthly<br>Recurring | Applied<br>Per         | Non-<br>Recurring | Applied<br>Per                    |
| Per Number Ported - Business  | \$0.01               | each                   | \$1.00            | each                              |
| Per Number Ported - Residence | \$0.01               | each                   | \$1.00            | each                              |
| Per Order                     | -                    | -                      | \$25.00           | end user<br>location              |
| SPNP-DID Trunk Termination    | \$13.00              | trunk                  | \$164.00          | trunk-init.<br>\$83.00 trunk-sub. |
| DS1 Local Channel**           | \$133.81             | LC                     | \$866.97          | LC - First<br>\$486.83 LC - Add'l |
| DS1 Dedicated Transport**     | \$23.50<br>\$90.00   | per mile<br>fac. term. | -<br>\$100.49     | -<br>fac. term.                   |

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

\*\*May not be required if the ALEC is collocated at the ported number end office.



## **Attachment C-1**

### **Unbundled Products and Services and New Services**

#### **Service: Subscriber Listing Information**

**Description:** Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

**State(s):** All

**Rates:**

- (1) No charge for ALEC-1 customer primary listings.**
- (2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.**

## **Attachment C-2**

### **Unbundled Products and Services and New Services**

**Service: Access to Numbers**

**Description:** For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

**State(s): All**

**Rates: No Charge**

### **Attachment C-3**

#### **Unbundled Products and Services and New Services**

**Service: Access to 911 Service**

**Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.**

**Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.**

**State(s): All**

**Rates: Will be billed to appropriate municipality.**

## **Attachment C-4**

### **Unbundled Products and Services and New Services**

**Service: 800 Database**

**Description: Provides for utilization of the BellSouth 800 Service Control Points for obtaining 800 Service routing information.**

**800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.**

**ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.**

**State(s): All**

**Rates, Terms and Conditions:**

**In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.**

## **Attachment C-5**

### **Unbundled Products and Services and New Services**

#### **Service: Line Information Database (LIDB)- Storage Agreement**

**Description:** The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

**State(s):** All

**Rates:** No Charge

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Agreement, effective as of June 15, 199<sup>7</sup>~~8~~, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and ALEC, Inc. ("Local Exchange Company"), a Kentucky corporation, their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

3. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall



be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

## **II. TERM**

This Agreement will be effective as of June 15, 19 97, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

## **III. FEES FOR SERVICE AND TAXES**

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

## **IV. INDEMNIFICATION**

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

#### **V. LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for any lost profits or revenues or for any, indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### **VI. MISCELLANEOUS**

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]  
Title: DIRECTOR  
Date: 5/1/97  
Address: 675 W. Peachtree  
Room 34591  
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]  
Title: PRESIDENT  
Date: 4.28.1997  
Address: ALEC, Inc.  
1158 Jefferson  
Paducah, KY 42001

(Facilities Based)

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated May 1, 199 7, between BellSouth Telecommunications, Inc. ("BST"), and ALEC, Inc. ("Local Exchange Company"), effective the 15<sup>th</sup> day of June, 199 7.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

- A. **Billing number** - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. **Line number** - a ten digit number that identifies a telephone line administered by the Local Exchange Company.
- C. **Special billing number** - a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]  
Title: DIRECTOR  
Date: 5/1/97  
Address: 675 W. Peachtree St.  
Room 34591  
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]  
Title: President  
Date: 4-28-1997  
Address: ALCC, Inc.  
1158 Jefferson  
Paducah, KY 42001



(Resale)

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated May 1, 1997, between BellSouth Telecommunications, Inc. ("BST"), and ALEC Inc. ("Local Exchange Company"), effective the 15<sup>th</sup> day of June, 1997.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

- A. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

- C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BST.
- E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

- A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELL SOUTH TELECOMMUNICATIONS, INC.

By: [Signature]  
Title: DIRECTOR  
Date: 5/1/97  
Address: 675 W. Peachtree St.  
Room 34591  
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]  
Title: President  
Date: 4-28-97  
Address: ALEC Inc  
1158 Jefferson  
Paducah, Ky 42001

## Attachment C-6

### Unbundled Products and Services and New Services

**Service: Line Information Database Access Service (LIDB) - Validation**

**Description:** Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

**State(s): All**

| Rate Elements                                  | Description  | Monthly   | Non-Recurring |
|--|--|-----------|---------------|
| LIDB Common Transport                          | Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.  | \$0.00030 | --            |
| LIDB Validation                                | Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.<br><br>As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LIDB Validation rate per query. | \$0.03800 | --            |
| Originating Point Code Establishment or Change | Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users.   | --        | \$91.00       |
| CCS7 Signaling Connections                     | Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.   |           |               |

## Attachment C-7

### Unbundled Products and Services and New Services

**Service: Signaling**

**Description:** Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

**State(s): All**

| Rate Elements  | Monthly Rate | Recurring Rate           | Non-Recurring | Applied Per                   |
|--|--------------|--------------------------|---------------|-------------------------------|
| <b>CCS7 Signaling Connection</b><br>- Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections. | \$155.00     | —                        | \$510.00      | 56 Kbps facility              |
| <b>CCS7 Signaling Termination</b><br>- Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections.   | \$355.00     | —                        | —             | STP Port                      |
| <b>CCS7 Signaling Usage*</b><br>- Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes.  | —            | \$0.000023<br>\$0.000050 | —             | Call Set Up Msg.<br>TCAP Msg. |
| <b>CCS7 Signaling Usage Surrogate*</b>   | \$395.00     | —                        | —             | 56 Kbps facility              |
| *Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.            |              |                          |               |                               |

## Attachment C-8

### Unbundled Products and Services and New Services

#### Service: Operator Call Processing Access Service

**Description:** Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

| Rate Elements   | State(s)    | Monthly<br>Recurring | Applied Per      |
|---|-------------|----------------------|------------------|
| <b>Operator Provided Call Handling</b>  | All         | \$1.17               | Per Work Minute  |
| <b>Call Completion Access Termination Charge</b><br>This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.              | Alabama     | \$0.06               | Per Call Attempt |
|   | Florida     | \$0.06               | Per Call Attempt |
|   | Georgia     | \$0.06               | Per Call Attempt |
|   | Kentucky    | \$0.06               | Per Call Attempt |
|   | Louisiana   | \$0.06               | Per Call Attempt |
|   | Mississippi | \$0.06               | Per Call Attempt |
|   | N.Carolina  | \$0.08               | Per Call Attempt |
|   | S.Carolina  | \$0.08               | Per Call Attempt |
|   | Tennessee   | \$0.12               | Per Call Attempt |
| <b>Fully Automated Call Handling</b>  | All         | \$0.15               | Per Attempt      |
| <b>Operator Services Transport</b><br>Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff. |             |                      |                  |

## Attachment C-9

### Unbundled Products and Services and New Services

**Service: Directory Assistance Access Service (Number Services)**

**Description: See below**

| Rate Elements                                       | Description  | State(s)   | Monthly Rate   |
|---|--|--|--|
| Directory Assistance Call Completion Access Service | Optional service provided to an Access subscriber of BellSouth's DA Access Service.<br><br>Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested.<br><br>All local and intralata call completion attempts are routed over an intertoll trunk facility directly to the terminating end office that serves the designated number. An Automatic Message Account (AMA) record that includes conversation time, originating, terminating, and billing number details is made for each call completion attempt. This record is in addition to the record made for the DA transaction. | All  | \$0.25<br>(per call attempt)   |
| Call Completion Access Termination Charge           | This charge will be applicable per call attempt and is in addition to the DACC Access Service charge listed above.   | Alabama<br>Florida<br>Georgia<br>Kentucky<br>Louisiana<br>Mississippi<br>N. Carolina<br>S. Carolina<br>Tennessee | \$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.06<br>\$0.08<br>\$0.08<br>\$0.12 |
| Number Services Intercept Access Service            | Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers.<br><br>A separate dedicated intercept trunk facility to the Number Services switch for intercept calls is required. Standard trunk signaling is used to send the intercepted number to the Number Services switch and a database hook-up is performed to retrieve the referral number. The referral number is provided to the calling party by a mechanized audio announcement. The subscribing Access customer must provide the updates to the intercept database to support the service.  | All  | \$0.25<br>(per intercept query)  |
| Directory Assistance Service Call                   | Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.   |  |  |
| Directory Transport                                 | Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.   |  |  |
| Directory Assistance Interconnection                | Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff.   |  |  |
| Directory Assistance Database Service               | Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunication's Inc.'s General Subscriber Service Tariff.   |  |  |
| Direct Access to DA Service                         | Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunication's, Inc.'s Interstate Access Service Tariff F.C.C. No.1.   |  |  |



**Attachment C-10**

**Unbundled Products and Services and New Services**

**Service: Busy Line Verification and Emergency Interrupt**

**Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.**

**State(s): All**

**Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.**

## Attachment C-11

### Unbundled Products and Services and New Services

**Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)**

**Description: CMDS-Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.**

**All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Sent Paid Report System described in Attachment C-12 following.**

**State(s): All**

| Rate Elements        | Description   | Monthly |
|----------------------|---|---------|
| Message Distribution | Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis. | \$0.004 |
| Data Transmission    | This charge is applied on a per message basis.  | \$0.001 |

## Attachment C-12

### Unbundled Products and Services and New Services

#### Service: Non-Sent Paid Report System (NSPRS)

**Description:** NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDs hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

**State(s):** All

| Rate Elements                                 | Billing and Collections<br>Fee Retained by Billing Co. | Applied<br>Per |
|---|--|----------------|
| NSPRS - intrastate FL and NC                  | \$0.066  | message        |
| NSPRS - intrastate all other BellSouth states | \$0.05   | message        |
| NSPRS - CATS                                  | \$0.05   | message        |
| NSPRS - non-conterminous                      | \$0.16   | message        |

## Contract Provisions for RAO Hosting and NSPRS

### SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

### SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.
- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Henry, David 6/15/97

## AGREEMENT

# ORIGINAL

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ALEC, Inc., a Kentucky corporation and shall be deemed effective as of June 15, 1997. This agreement may refer to either BellSouth or ALEC, Inc. or both as a "party" or "parties."

### WITNESSETH

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, ALEC, Inc. is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996; and

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and ALEC, Inc. agree as follows:

#### I. Definitions

**A. Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**B. Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**C. Intermediary function** is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ALEC, Inc.; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ALEC, Inc. to an end user of BellSouth or ALEC, Inc..

**D. Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

**E. Local Interconnection** is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

**F. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.

**G. Percent Local Usage (PLU)** is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

**H. Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

**I. Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by BellCore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

## **II. Purpose**

The parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each parties' obligations under sections 251, 252 and 271 of the Act. The access and interconnection obligations contained herein enable ALEC, Inc. to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The parties agree that ALEC, Inc. will not be considered to have any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. At that time, this Agreement may be amended to include the other state or states. The term of this Agreement shall remain as set forth in Section III(A) even for any such additional states. To the extent the items in 47 U.S.C. § 271(c)(2)(B) are contained within this Agreement, the parties agree that with the execution of this Agreement, BellSouth has met the requirements of 47 U.S.C. § 271(c)(2)(B).

### **III. Term of the Agreement**

- A.** The term of this Agreement shall be two years, beginning June 15, 1997.
- B.** The parties agree that by no later than June 15, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning June 15, 1999.
- C.** If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than March 15, 1997. The parties further agree that in the event the Commission does not issue its order prior to June 15, 1999 or if the parties continue beyond June 15, 1999 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to June 15, 1999. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

### **IV. Local Interconnection (47 U.S.C. §251(c)(2), §252(d)(1),(2), §271(c)(2)(B)(i))**

- A.** The parties intend that the interconnection of their equipment, facilities and networks pursuant to this section complies with the requirements of sections 251, 252 and 271 of the Act.

**B.** The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

**C.** Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made.

**D.** Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

**E.** The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

**F.** The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ALEC, Inc. desires to serve for interconnection to those end offices that subtend the access tandem. In addition, ALEC, Inc. may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside the local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and



disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

H. Whenever BellSouth delivers traffic to ALEC, Inc. for termination on ALEC, Inc.'s network, if BellSouth cannot determine, because of the manner in which ALEC, Inc. has utilized its NXX codes, whether the traffic is local or toll BellSouth will not compensate ALEC, Inc. pursuant to this section but will, instead, charge ALEC, Inc. originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if ALEC, Inc. can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ALEC, Inc. cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

I. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ALEC, Inc.; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$.002 per minute charge over and above the local interconnection rates set out in this section. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (K) of this section.

J. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

K. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all

subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

L. The ordering and provision of all services purchased from BellSouth by ALEC, Inc. shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

**V. IntraLATA and InterLATA Toll Traffic Interconnection**

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call.

If ALEC, Inc. is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ALEC, Inc. as an interexchange carrier on a 10XXX basis, BellSouth will charge ALEC, Inc. the appropriate tariff charges for originating network access services. If BellSouth is serving as the ALEC, Inc. end user's presubscribed interexchange carrier or if the ALEC, Inc. end user uses BellSouth as an interexchange carrier on a 10XXX basis, ALEC, Inc. will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent ALEC, Inc. provides intraLATA toll service to its customers or for connection to Interexchange Carriers, interconnection to BellSouth access tandems that serve end offices outside the local calling area is required.

D. BellSouth agrees to compensate ALEC, Inc., pursuant to ALEC, Inc.'s published originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to BellSouth.

E. ALEC, Inc. will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by ALEC, Inc. will be in a standard EMR format for a fee, paid by BellSouth to ALEC, Inc., of \$0.013 per record.

F. If ALEC, Inc. provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to ALEC, Inc.. BellSouth agrees to provide ALEC, Inc. the appropriate records for ALEC, Inc. to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by ALEC, Inc. to BellSouth, of \$0.013 per record.

G. If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate ALEC, Inc. for the origination of such traffic pursuant to subsection A, above. ALEC, Inc. shall provide the appropriate records for billing pursuant to subsection B, above.

H. Should ALEC, Inc. require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ALEC, Inc. shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. ALEC, Inc. will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

**VI. Service Provider Number Portability (47 U.S.C. §251(b)(2) and §271(c)(2)(B)(xi))**

A. The parties intend that the number portability provided pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to ALEC, Inc., or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID.

C. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement., will apply. SPNP is available only for basic local exchange service.

D. SPNP is available only where ALEC, Inc. or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular ALEC, Inc. assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or ALEC, Inc. initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

E. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ALEC, Inc. or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-Remote service.

F. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged

for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

G. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

H. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or ALEC, Inc. is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. ALEC, Inc. usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

I. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end

users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.

J. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

K. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.

L. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

M. For that terminating IXC traffic ported to ALEC, Inc. which requires use of BellSouth tandem switching, BellSouth will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and ALEC, Inc. will bill the IXC local switching, the carrier common line and a portion of the transport. If BellSouth is unable to provide the necessary access records to permit ALEC, Inc. to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, BellSouth will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to ALEC, Inc.. If a BellSouth toll intraLATA call is delivered to ALEC, Inc., BellSouth will pay terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

N. If ALEC, Inc. has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the BellSouth tandem is being utilized and BellSouth receives network access service revenues from

the terminating IXC, ALEC, Inc. will bill BellSouth the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from a BellSouth customer is sent to a BellSouth number that is, in turn, forwarded through the use of SPNP services to ALEC, Inc.'s customer. If so, ALEC, Inc. will bill BellSouth the network access charges for the terminating facilities used for that intraLATA toll traffic.

O. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

**VII. Provision of Unbundled Elements (47 U.S.C. §251(c)(3), § 252(d) and §271(x)(2)(B)(ii))**

A. The parties intend that BellSouth's offer of unbundled network elements to ALEC, Inc. pursuant to this section shall comply with the requirements of sections 251, 252 and 271 of the Act.

B. BellSouth will offer an unbundled local loop to ALEC, Inc. at the rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service is not an unbundled element.

C. BellSouth will offer to ALEC, Inc. unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with ALEC, Inc.'s point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

D. BellSouth will offer to ALEC, Inc. unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

E. BellSouth will offer to ALEC, Inc. unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

F. The parties agree that BellSouth may provide, upon ALEC, Inc. request, any other network element on an unbundled basis at any technically feasible point on its network pursuant to the requirements of section 251 of the Act.

**VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §**

**251(b)(4) and §271(c)(2)(B)(iii))**

A. BellSouth agrees to provide to ALEC, Inc., pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth. pursuant to terms and conditions that are subsequently negotiated.

**IX. Access to 911/E911 Emergency Network (47 U.S.C. §271(c)(2)(B)(vii)(I))**

A. The parties intend for the provision of access to BellSouth's 911/E911 Emergency network by ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. For basic 911 service, BellSouth will provide to ALEC, Inc. a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ALEC, Inc. will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ALEC, Inc. will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ALEC, Inc. shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

C. For E911 service, ALEC, Inc. shall install a minimum of two dedicated trunks originating from ALEC, Inc.'s serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ALEC, Inc. will provide BellSouth daily updates to the E911 database.

D. If a municipality has converted to E911 service, ALEC, Inc. will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ALEC, Inc. will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

E. BellSouth and ALEC, Inc. agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it



is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

F. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

**X. Provision of Operator Services ( 47 U.S.C. §271(c)(2)(B)(vii)(II)&(III))**

A. The parties intend for the provision of access to BellSouth's operator services by ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

C. BellSouth will offer to ALEC, Inc. Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

D. BellSouth will offer to ALEC, Inc. CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachments C-11 and C-12, incorporated herein by this reference.

**XI. Directory Listings (47 U.S.C. §271(c)(2)(B)(viii))**

A. The parties intend for the provision of white pages directory listings to ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. Subject to execution of an Agreement between ALEC, Inc. and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) ALEC, Inc.'s business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to ALEC, Inc.'s subscribers.

C. BellSouth will include ALEC, Inc. subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ALEC, Inc. to maintain the Directory Assistance database. The parties agree to cooperate with each other in

formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

D. BellSouth will provide ALEC, Inc. a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALEC, Inc. will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

E. BellSouth and BAPCO will accord ALEC, Inc.'s directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to ALEC, Inc.'s customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

F. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

## **XII. Access to Telephone Numbers (47 U.S.C. §271(c)(2)(B)(ix))**

A. The parties intend for the provision of access to telephone numbers for ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

B. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that ALEC, Inc. has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. ALEC, Inc. agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

C. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

## **XIII. Access to Signaling and Signaling Databases (47 U.S.C. §271(c)(2)(B)(x))**

A. The parties intend for the provision of access to signaling and signaling databases for ALEC, Inc. pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.

**B.** BellSouth will offer to ALEC, Inc. use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

**C.** BellSouth agrees to input the NXXs assigned to ALEC, Inc. into the Local Exchange Routing Guide ("LERG").

**D.** BellSouth will enter ALEC, Inc. line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable ALEC, Inc.'s end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

**E.** If ALEC, Inc. utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

**XIV. BellSouth's Offer of Services Available for Resale (47 U.S.C. § 251(c)(4), §251(d)(3) & §271(c)(2)(B)(xiv))**

**A.** The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale to comply with the requirements of sections 251, 252, and 271 of the Act.

**B.** The rates pursuant by which ALEC, Inc. is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

**C.** ALEC, Inc. may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount).

**D.** The provision of services by BellSouth to ALEC, Inc. does not constitute a joint undertaking for the furnishing of any service.

**E.** ALEC, Inc. will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ALEC, Inc. for all services.

**F.** ALEC, Inc. will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, ALEC, Inc. accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill ALEC, Inc. for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact ALEC, Inc.'s customers, if in its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

**G.** BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of ALEC, Inc. and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth.

BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ALEC, Inc..

**H.** In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to ALEC, Inc. until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection.

**I.** BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ALEC, Inc. for a charge not less than BellSouth's cost.

**J.** The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
2. Cause damage to their plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

ALEC, Inc. assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ALEC, Inc..

K. ALEC, Inc. agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent ALEC, Inc. is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, ALEC, Inc. shall not

jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by ALEC, Inc. are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.

4. ALEC, Inc. is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff, except for backup service as indicated in the applicable state tariff, Section A3.

5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.

L. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

M. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. ALEC, Inc. or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

N. BellSouth will not perform billing and collection services for ALEC, Inc. as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to ALEC, Inc., BellSouth will, on an interim basis, bill ALEC, Inc. the charges shown below which are identical to the EUCL rates billed by BST to its end users.

|                                   | Monthly Rate |
|-----------------------------------|--------------|
| 1. Residential                    |              |
| (a) Each Individual Line or Trunk | \$3.50       |
| 2. Single Line Business           |              |
| (b) Each Individual Line or Trunk | \$3.50       |
| 3. Multi-line Business            |              |
| (c) Each Individual Line or Trunk | \$6.00       |

**P.** The procedures for discontinuing end user service purchased by ALEC, Inc. for resale to an end user are as follows:

1. Where possible, BellSouth will deny service to ALEC, Inc.'s end user on behalf of, and at the request of, ALEC, Inc.. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of ALEC, Inc.
2. At the request of ALEC, Inc., BellSouth will disconnect a ALEC, Inc. end user customer.
3. All requests by ALEC, Inc. for denial or disconnection of an end user for nonpayment must be in writing.
4. ALEC, Inc. will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise ALEC, Inc. when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ALEC, Inc. and/or the end user against any claim, loss or damage arising from providing this information to ALEC, Inc.. It is the responsibility of ALEC, Inc. to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

**Q.** The procedures for discontinuing service to ALEC, Inc. are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ALEC, Inc. of the rules and regulations of BellSouth's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ALEC, Inc., that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and ALEC, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
4. If ALEC, Inc. fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by ALEC, Inc. to receive notices of noncompliance, discontinue the provision of existing services to ALEC, Inc. at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and ALEC, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ALEC, Inc. without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, ALEC, Inc.'s services will be discontinued. Upon discontinuance of service on a ALEC, Inc.'s account, service to ALEC, Inc.'s end users will be denied. BellSouth will also reestablish service at the request of the end user or ALEC, Inc. upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

R. BellSouth may require ALEC, Inc. to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves ALEC, Inc. from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that ALEC, Inc. defaults on its account, service to ALEC, Inc. will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to ALEC, Inc. during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to ALEC, Inc. by the accrual date.

S. ALEC, Inc. is strictly prohibited from any use of, including but not limited to sales, marketing or advertising, any BellSouth name or trademark.



## **XV. Ordering of Services From BellSouth For Resale Purposes**

**A.** The ordering and provision of services purchased from BellSouth for resale purposes by ALEC, Inc. shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

**B.** When the initial service is ordered by ALEC, Inc., BellSouth will establish an accounts receivable master account for ALEC, Inc..

**C.** BellSouth shall bill ALEC, Inc. on a current basis all applicable charges and credits, including any service order charges.

**D.** Payment of all charges will be the responsibility of ALEC, Inc.. ALEC, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ALEC, Inc. from ALEC, Inc.'s customer. BellSouth will not become involved in billing disputes that may arise between ALEC, Inc. and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

**E.** BellSouth will render bills each month on established bill days for each of ALEC, Inc.'s accounts.

**F.** BellSouth will bill ALEC, Inc. in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

**G.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

**H.** Upon proof of tax exempt certification from ALEC, Inc., the total amount billed to ALEC, Inc. will not include any taxes due from the end user. ALEC, Inc. will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

**I.** As the customer of record, ALEC, Inc. will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

**J.** If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and/or Section B2 of the Private Line Service Tariff.

**K.** Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

**L.** In general, BellSouth will not become involved in disputes between ALEC, Inc. and ALEC, Inc.'s end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, ALEC, Inc. shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with ALEC, Inc. to resolve the matter in as timely a manner as possible. ALEC, Inc. may be required to submit documentation to substantiate the claim.

**M.** ALEC, Inc. is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon ALEC, Inc..

**XVI. Network Design and Management (47 U.S.C. § 251(c)(5))**

**A.** The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services

using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

**B.** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

**C.** The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

**D.** BellSouth does not intend to charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration ALEC, Inc.'s interconnection arrangement. However, ALEC, Inc.'s interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth does intend to charge ALEC, Inc. non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by ALEC, Inc..

**E.** The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for repeat dialing. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

**F.** For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

**G.** The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

## **XVII. Disconnection of Existing End User Service**

**A.** BellSouth will accept requests from ALEC, Inc. to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from ALEC, Inc. to BellSouth or will accept a request from another ALEC or ALEC, Inc. for conversion of the Service Provider

Number Portability service associated with an end user's service from ALEC, Inc. to the second ALEC or Reseller. BellSouth will notify ALEC, Inc. that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. ALEC, Inc. must, however, provide proof of authorization upon request.

B. If BellSouth determines that an unauthorized change in local service provider has occurred, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess ALEC, Inc. an Unauthorized Change Charge of \$19.41 per line or trunk for Residence or Business and \$34.19 for each Public or Semi-Public Line. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to ALEC, Inc. because of the unauthorized change. These charges may be adjusted if ALEC, Inc. provides satisfactory proof of authorization.

C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

#### **XVIII. Implementation of Agreement**

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

#### **XIX. Auditing Procedures**

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

**B.** For combined interstate and intrastate ALEC, Inc. traffic terminated by BellSouth over the same facilities, ALEC, Inc. shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to ALEC, Inc.. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

**C.** BellSouth reserves the right to periodically audit services purchased by ALEC, Inc. for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. ALEC, Inc. agrees to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, ALEC, Inc. shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied.

## **XX. Liability and Indemnification**

**A.** With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ALEC, Inc., an ALEC, Inc. customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ALEC, Inc., any ALEC, Inc. customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

**B.** With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ALEC, Inc. pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, ALEC, Inc.'s liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of ALEC, Inc. shall not be subject to such limitation of liability.

**C.** Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

**D.** Neither party shall be liable for damages to the other party's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damages is caused by such party's gross negligence or willful misconduct.

**E.** Notwithstanding subsection A. and B., the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

**F.** BellSouth assumes no liability for the accuracy of the data provided to it by ALEC, Inc. and ALEC, Inc. agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from ALEC, Inc. to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

**G.** Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A. and B., each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.

**H.** No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A., the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages

awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

(1) Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

(2) The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

I. Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Article IX, such party (the "Indemnified Party") shall promptly give written notice to the other party (the Indemnifying Party) of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

J. A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

## **XXI. More Favorable Provisions**

A. The parties agree that if —

1. the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new

agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements to ALEC, Inc. for that state upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after ALEC, Inc. acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Other Interconnection Agreement. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section XXI.F, BellSouth shall be deemed to have offered such arrangements in that state to ALEC, Inc. upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms for such arrangement for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Interconnection Order. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.



**D.** In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section XXI.F, BellSouth shall be deemed thereby to have offered such arrangements in that state to ALEC, Inc. upon such Other Terms, which ALEC, Inc. may accept as provided in Section XXI.E. In the event that ALEC, Inc. accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms for such arrangements for the particular state shall be effective between BellSouth and ALEC, Inc. as of the effective date of such Interconnection Tariff. In the event that ALEC, Inc. accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and ALEC, Inc. as of the date on which ALEC, Inc. accepts such offer.

**E.** In the event that BellSouth is deemed to have offered ALEC, Inc. the arrangements covered by this Agreement upon Other Terms, ALEC, Inc. in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to any of the following arrangements as a whole:
  - a. local interconnection,
  - b. interLATA and IntraLATA toll traffic interconnection,
  - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bone fide requests,
  - d. access to poles, ducts, conduits and rights-of-way,
  - e. access to 911/E911 emergency network,
  - f. collocation, or
  - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by ALEC, Inc., shall remain in full force and effect.

**F. Corrective Payment. In the event that --**

1. BellSouth and ALEC, Inc. revise this Agreement pursuant to Section XXI.A, or

2. ALEC, Inc. accepts a deemed offer of Other Terms pursuant to Section XXI.E, then BellSouth or ALEC, Inc., as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or ALEC, Inc. accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

**XXII. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as

"Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

### **XXIII. Taxes and Fees**

#### **A Definition**

1. For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

#### **B. Taxes and Fees Imposed Directly on Either Seller or Purchaser**

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customers, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

#### **C. Taxes and Fees Imposed on Purchaser but Collected and Remitted by Seller**

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.
6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.
7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event

later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

**D. Taxes and Fees Imposed on Seller but Passed on to Purchaser**

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.
6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

#### **E. Mutual Cooperation**

1. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

#### **XXIV. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

#### **XXV. Limitation of Use**

The parties agree that this Agreement shall not be offered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

#### **XXVI. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

#### **XXVII. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

## XXVIII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

## XXIV. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.  
ALEC Account Team  
3535 Colonnade Parkway  
Birmingham, Alabama

ALEC, Inc.  
Jay Campbell  
1158 Jefferson St.  
Paducah, KY 42001

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

## XXVIII. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

Signature

Title

Director

ALEC, Inc.

Signature

Title

PRESIDENT

5/1/97  
Date

4.28.1997  
Date



## SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
- 1) Message Forwarding to intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
  - 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on the CMDS.
  - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing and balancing of message data with the EMR trailer record counts on all data received from the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.
- 2.05 All data received from the ALEC that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

### SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

### SECTION 5. ASSOCIATED EXHIBITS

- 5.01 Listed below are the exhibits associated with this Agreement.

|           |  |
|-----------|--|
| Exhibit A | Message Distribution Service (RAO Hosting) |
| Exhibit B | Intercompany Settlements (NSPRS)           |

- 5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

### SECTION 6. TERM OF AGREEMENT

- 6.01 This agreement is effective \_\_\_\_\_ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

WITNESS: THE ALEC

\_\_\_\_\_  
(title)

WITNESS: Bellsouth Telecommunications, Inc.

\_\_\_\_\_  
(title)

### **SECTION 3. COMPENSATION**

- 3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:**

**Rate Per Message      \$0.004**

- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:**

**Rate Per Message      \$0.001**

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.**
- 3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.**

- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and the ALEC to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination or revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.
- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

- 2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:
- 1) BellSouth,
  - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
  - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).
- 2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

### SECTION 3. COMPENSATION

- 3.01. The following compensation shall be retained by the billing company for the billing of ICS messages and services:

|  | <u>Rate Per Message</u> |
|--|-------------------------|
| 1) Calls originated and billed in Florida<br>or originated and billed in North Carolina  | \$0.0666                |
| Calls originated in any of the states within<br>BellSouth region and billed in that same state   | \$0.05                  |
| 2) Calls originated in a state within BellSouth's<br>region and billed in another state or originated<br>in another state and billed in a state within<br>BellSouth's region | \$0.05                  |
| 3) Calls originated in a state within BellSouth's<br>region and billed outside the conterminous<br>United States   | \$0.16                  |

## SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for intercompany Settlements (ICS) messages.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for intraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

- 1) a BellSouth customer.
- 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).
- 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore.
- 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

- 2.02 These other services include, but are not limited to:

- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
- 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
- 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service charges as approved by the authorized state regulatory commission (or municipal regulatory authority).
- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

**Attachment C-14**

**Unbundled Products and Services and New Services**

**Service: Poles, Ducts, Conduits and Rights of Way**

**State(s): All**

**Rates, terms and conditions: This service will be provided via a Standard License Agreement.**

**Attachment C-13**

**Unbundled Products and Services and New Services**

**Service: Virtual Collocation**

**Description:** Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

**Rates, Terms and Conditions:**

**State(s): All except Florida:** In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

**State: Florida** In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

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**Service: Physical Collocation**

**Description:** Per FCC - (10/19/92 FCC Order, para 39)  
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

**State(s): All**

**Rates, Terms and Conditions:** To be negotiated



**Attachment C-16**

**Unbundled Products and Services and New Services**

**Service: Channelization System for Unbundled Exchange Access Loops**

**Description:** This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.

| State(s)   | Alabama      |                    |              | Florida      |                    |              | Georgia      |                    |              |
|--|--------------|--------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|--------------|
| Rate Elements  | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$575.00     | \$525.00           | N/A          | \$555.00     | \$490.00           | N/A          | \$555.00     | \$490.00           | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.70       | \$8.00             | \$8.00       | \$1.70       | \$7.00             | \$7.00       | \$1.70       | \$7.00             | \$7.00       |

| State(s)   | Kentucky     |                    |              | Louisiana    |                    |              | Mississippi  |                    |              |
|--|--------------|--------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|--------------|
| Rate Elements  | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$540.00     | \$495.00           | N/A          | \$530.00     | \$510.00           | N/A          | \$560.00     | \$450.00           | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.60       | \$8.00             | \$8.00       | \$1.60       | \$8.00             | \$8.00       | \$1.70       | \$6.00             | \$6.00       |

| State(s)   | N.Carolina   |                    |              | S.Carolina   |                    |              | Tennessee    |                    |              |
|--|--------------|--------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|--------------|
| Rate Elements  | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l | Monthly Rate | Nonrecurring First | Charge Add'l |
| Unbundled Loop Channelization System (DS1 to VG), Per System                         | \$545.00     | \$475.00           | N/A          | \$520.00     | \$480.00           | N/A          | \$530.00     | \$520.00           | N/A          |
| Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit | \$1.65       | \$7.00             | \$7.00       | \$1.60       | \$6.00             | \$6.00       | \$1.60       | \$8.00             | \$8.00       |

## Attachment C-15

## Unbundled Products and Services and New Services

## Service: Unbundled Exchange Access Loop

**Description:** Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

| State(s):                      | Alabama |                            |         | Florida |                            |         | Georgia |                            |         |
|--------------------------------|---------|----------------------------|---------|---------|----------------------------|---------|---------|----------------------------|---------|
| Rate Elements                  | Monthly | Nonrecurring Charges First | Add'l   | Monthly | Nonrecurring Charges First | Add'l   | Monthly | Nonrecurring Charges First | Add'l   |
| Unbundled Exchange Access Loop | \$25.00 | \$140.00                   | \$45.00 | \$17.00 | \$140.00                   | \$45.00 | \$25.00 | \$140.00                   | \$45.00 |
| Unbundled Exchange Access IOC  |         |                            |         |         |                            |         |         |                            |         |
| - Fixed                        | \$30.00 | \$97.00                    | N/A     | \$28.50 | \$87.00                    | N/A     | \$32.00 | \$105.00                   | N/A     |
| - 1 - 8 Miles                  | \$2.05  | N/A                        | N/A     | \$1.65  | N/A                        | N/A     | \$2.05  | N/A                        | N/A     |
| - 9 - 25 Miles                 | \$2.00  | N/A                        | N/A     | \$1.60  | N/A                        | N/A     | \$2.00  | N/A                        | N/A     |
| - Over 25 Miles                | \$1.95  | N/A                        | N/A     | \$1.55  | N/A                        | N/A     | \$1.95  | N/A                        | N/A     |

| State(s):                      | Kentucky |                            |         | Louisiana |                            |         | Mississippi |                            |         |
|--------------------------------|----------|----------------------------|---------|-----------|----------------------------|---------|-------------|----------------------------|---------|
| Rate Elements                  | Monthly  | Nonrecurring Charges First | Add'l   | Monthly   | Nonrecurring Charges First | Add'l   | Monthly     | Nonrecurring Charges First | Add'l   |
| Unbundled Exchange Access Loop | \$25.00  | \$140.00                   | \$45.00 | \$25.00   | \$140.00                   | \$45.00 | \$25.00     | \$140.00                   | \$45.00 |
| Unbundled Exchange Access IOC  |          |                            |         |           |                            |         |             |                            |         |
| - Fixed                        | \$30.00  | \$93.00                    | N/A     | \$30.00   | \$100.00                   | N/A     | \$30.00     | \$96.00                    | N/A     |
| - 1 - 8 Miles                  | \$2.05   | N/A                        | N/A     | \$2.05    | N/A                        | N/A     | \$2.05      | N/A                        | N/A     |
| - 9 - 25 Miles                 | \$2.00   | N/A                        | N/A     | \$2.00    | N/A                        | N/A     | \$2.00      | N/A                        | N/A     |
| - Over 25 Miles                | \$1.95   | N/A                        | N/A     | \$1.95    | N/A                        | N/A     | \$1.95      | N/A                        | N/A     |

| State(s):                      | N.Carolina |                            |         | S.Carolina |                            |         | Tennessee |                            |         |
|--------------------------------|------------|----------------------------|---------|------------|----------------------------|---------|-----------|----------------------------|---------|
| Rate Elements                  | Monthly    | Nonrecurring Charges First | Add'l   | Monthly    | Nonrecurring Charges First | Add'l   | Monthly   | Nonrecurring Charges First | Add'l   |
| Unbundled Exchange Access Loop | \$30.03    | \$140.00                   | \$45.00 | \$25.00    | \$140.00                   | \$45.00 | \$25.00   | \$140.00                   | \$45.00 |
| Unbundled Exchange Access IOC  |            |                            |         |            |                            |         |           |                            |         |
| - Fixed                        | \$11.85    | \$71.87                    | N/A     | \$50.00    | \$97.00                    | N/A     | \$30.00   | \$96.00                    | N/A     |
| - 1 - 8 Miles                  | \$2.15     | N/A                        | N/A     | \$2.05     | N/A                        | N/A     | \$2.05    | N/A                        | N/A     |
| - 9 - 25 Miles                 | \$2.15     | N/A                        | N/A     | \$2.00     | N/A                        | N/A     | \$2.00    | N/A                        | N/A     |
| - Over 25 Miles                | \$2.15     | N/A                        | N/A     | \$1.95     | N/A                        | N/A     | \$1.95    | N/A                        | N/A     |

**Attachment C-17**

**Unbundled Products and Services and New Services**

**Service: Unbundled Exchange Ports (Cont'd)**

| Kentucky                                     |         |            | Louisiana   |        |            |
|--|---------|------------|---|--------|------------|
| Rate Elements                                | Rate    | Per        | Rate Elements   | Rate   | Per        |
| Monthly                                      |         |            | Monthly   |        |            |
| Residence Port                               | \$3.50  |            | Residence Port  | \$2.50 |            |
| Business Port                                | \$10.00 |            | Business Port   | \$7.00 |            |
| PBX Trunk Port                               | \$10.00 |            | PBX Trunk Port  | \$7.00 |            |
| Rotary Service                               | \$3.50  |            | Rotary Service  | \$3.50 |            |
| Usage-Mileage Bands                          |         |            | Usage-Mileage Bands   |        |            |
| A (0 miles)                                  | \$0.04  | Init.Min.  | A (0 miles)   | \$0.02 | Init.Min.  |
|  | \$0.02  | Add'l min. |   | \$0.01 | Add'l min. |
| B (1-10 miles)                               | \$0.04  | Init.Min.  | A (1-10 miles)  | \$0.04 | Init.Min.  |
|  | \$0.02  | Add'l min. |   | \$0.02 | Add'l min. |
| C (Greater than 10 miles Limited LCA)        | \$0.06  | Init.Min.  | B (11-16 miles)   | \$0.06 | Init.Min.  |
|  | \$0.04  | Add'l min. |   | \$0.04 | Add'l min. |
| D (1-10 miles beyond Limited LCA)            | \$0.04  | Init.Min.  | C (17-22 miles)   | \$0.10 | Init.Min.  |
|  | \$0.02  | Add'l min. |   | \$0.07 | Add'l min. |
| E (11-16 miles beyond Limited LCA)           | \$0.06  | Init.Min.  | D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)         | \$0.14 | Init.Min.  |
|  | \$0.04  | Add'l min. |   | \$0.10 | Add'l min. |
| F (17-22 miles beyond Limited LCA)           | \$0.06  | Init.Min.  | E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA) | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |
| G (23-30 miles beyond Limited LCA)           | \$0.06  | Init.Min.  | F (23 - 30 miles Inter-Parish Expanded LCA)                       | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.10 | Add'l min. |
| H (31-40 miles beyond Limited LCA)           | \$0.06  | Init.Min.  | G (31 - 40 miles Inter-Parish Expanded LCA)                       | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |
| I (Greater than 40 miles beyond Limited LCA) | \$0.06  | Init.Min.  | H (Greater than 40 miles Inter-Parish)                            | \$0.14 | Init.Min.  |
|  | \$0.07  | Add'l min. |   | \$0.14 | Add'l min. |

| Mississippi   |        |            | N.Carolina     |        |                     | S.Carolina |  |  |
|---|--------|------------|----------------|--------|---------------------|------------|--|--|
| Rate Elements   | Rates  | Per        | Rate Elements  | Rates  | Rate Elements       | Rates      |  |  |
| Monthly   |        |            | Monthly        |        | Monthly             |            |  |  |
| Residence Port  | \$3.75 |            | Residence Port | \$2.00 | Residence Port      | \$4.00     |  |  |
| Business Port   | \$7.50 |            | Business Port  | \$6.00 | Business Port       | \$10.50    |  |  |
| PBX Trunk Port  | \$7.50 |            | PBX Trunk Port | \$6.00 | PBX Trunk Port      | \$10.50    |  |  |
| Rotary Service  | \$3.75 |            | Rotary Service | \$1.50 | Rotary Service      | \$3.00     |  |  |
| Usage - Mile Bands  |        |            | Usage - (STS)  |        | Usage - (STS)       |            |  |  |
| A (0 miles)   | \$0.02 | Init.min.  | - Init.min.    | \$0.05 | - Basic Svc.Area    | \$0.02     |  |  |
|   | \$0.01 | Add'l min. | - Add'l min.   | \$0.02 | - Expanded Svc.Area | \$0.12     |  |  |
| B (1-10 miles)  | \$0.04 | Init.min.  |                |        |                     |            |  |  |
| C (11-16 miles, existing LCA described in A3.6 greater than 16 miles, and calls to county seat greater than 16 miles) | \$0.02 | Add'l min. |                |        |                     |            |  |  |
|   | \$0.06 | Init.min.  |                |        |                     |            |  |  |
|   | \$0.04 | Add'l min. |                |        |                     |            |  |  |
| D (17-30 miles)   | \$0.06 | Init.min.  |                |        |                     |            |  |  |
|   | \$0.07 | Add'l min. |                |        |                     |            |  |  |
| E (31-55 miles Basic LATA)  | \$0.06 | Init.min.  |                |        |                     |            |  |  |
|   | \$0.07 | Add'l min. |                |        |                     |            |  |  |
| F (31-55 miles Jackson LATA)  | \$0.12 | Init.min.  |                |        |                     |            |  |  |
|   | \$0.10 | Add'l min. |                |        |                     |            |  |  |
| G (56-85 miles Basic LATA)  | \$0.18 | Init.min.  |                |        |                     |            |  |  |
|   | \$0.14 | Add'l min. |                |        |                     |            |  |  |

| Tennessee          |         |         |
|--------------------|---------|---------|
| Rate Elements      | Rates   | Per     |
| Monthly            |         |         |
| Residence Port     | \$4.00  |         |
| Business Port      | \$10.00 |         |
| PBX Trunk Port     | \$10.00 |         |
| Rotary Service     | \$6.50  |         |
| Usage - Mile Bands |         |         |
| A (0-16 miles)     | \$0.02  | per mou |
| B (17-30 miles)    | \$0.05  | per mou |
| C >30 miles        | \$0.10  | per mou |

## Unbundled Products and Services and New Services

## Service: Unbundled Exchange Ports

**Description:** An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

| Alabama  |         |            | Florida        |          | Georgia                          |        |
|--|---------|------------|----------------|----------|----------------------------------|--------|
| Rate Elements  | Rate    | Per        | Rate Elements  | Rate     | Rate Elements                    | Rate   |
| Monthly (1)  |         |            | Monthly        |          | Monthly                          |        |
| Residence Port   | \$2.50  |            | Residence Port | \$2.00   | Residence Port                   | \$2.28 |
| Business Port  | \$7.00  |            | Business Port  | \$4.50   | Business Port                    | \$4.60 |
| PBX Trunk Port (2,3,4)   | \$7.00  |            | PBX Trunk Port | \$7.50   | PBX Trunk Port                   | \$7.37 |
| Rotary Service   | \$2.00  |            | Rotary Service | \$2.00   | Rotary Service                   | \$2.77 |
| Primary Rate ISDN NAS (5,6)  | \$20.00 |            |                |          |                                  |        |
| Usage-Mileage Bands  |         |            | Usage-(STS)    |          | Usage-(STS)                      |        |
| A (0 miles)  | \$0.02  | init.min.  | - init. min.   | \$0.0275 | - setup per call                 | \$0.02 |
|  | \$0.01  | Add'l min. | - add'l min.   | \$0.0125 | - per minute or fraction thereof | \$0.02 |
| B (1-10 miles)   | \$0.04  | init.min.  |                |          |                                  |        |
|  | \$0.02  | Add'l min. |                |          |                                  |        |
| C (11-16 miles)  | \$0.08  | init.min.  |                |          |                                  |        |
|  | \$0.04  | Add'l min. |                |          |                                  |        |
| D (17-22 miles & existing LCA described in A3.6 greater than 22 mi.) | \$0.10  | init.min.  |                |          |                                  |        |
|  | \$0.07  | Add'l min. |                |          |                                  |        |
| E (23-30 miles)  | \$0.10  | init.min.  |                |          |                                  |        |
|  | \$0.10  | Add'l min. |                |          |                                  |        |
| F (31-40 miles)  | \$0.10  | init.min.  |                |          |                                  |        |
|  | \$0.10  | Add'l min. |                |          |                                  |        |
| G (Special Band) (7)   | \$0.10  | init.min.  |                |          |                                  |        |
|  | \$0.10  | Add'l min. |                |          |                                  |        |

## NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DID requires rates and charges as indicated in Table II on Page 3 in addition to the PBX Trunk Port rates.
- (4) IOD requires rates and charges as indicated in Table III on Page 3 in addition to the PBX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN NASes. Additional charges also apply per Primary Rate B-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

## **Attachment C-18**

### **Unbundled Products and Services and New Services**

**Service: Local Calling Area Boundary Guide**

**Description: Provided to ALECs to assist in deployment of number on their network to conform with BellSouth existing local calling area geographics.**

**State: All**

**Rate(s): No Charge**

**ATTACHMENT "D"**

**APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

| <u>STATE</u>   | <u>RESIDENCE</u> | <u>DISCOUNT</u> | <u>BUSINESS</u> |
|----------------|------------------|-----------------|-----------------|
| ALABAMA        | 10%              |                 | 10%             |
| FLORIDA        | 18%              |                 | 12%             |
| GEORGIA        | 20.3%            |                 | 17.3%           |
| KENTUCKY       | 10%              |                 | 8%              |
| LOUISIANA*     | 20.72%           |                 | 20.72%          |
| MISSISSIPPI    | 9%               |                 | 8%              |
| NORTH CAROLINA | 12%              |                 | 9%              |
| SOUTH CAROLINA | 10%              |                 | 9%              |
| TENNESSEE**    | 16%              |                 | 16%             |

\* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

\*\* The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.